****

***Central Bank of India,***

***Regional Office, Delhi (CENTRAL),***

***1398, First Floor, Chandni Chowk,***

***Near Sis Ganj Sahib Gurudwara,***

***Delhi 110006.***

TENDER DOCUMENT

**For**

**Annual Maintenance Contract (AMC)**

**of**

**Computer Hardware & Peripherals**

**at**

**VARIOUS BRANCHES & OFFICES UNDER JURISDICTION OF**

**REGIONAL OFFICE DELHI CENTRAL**

**TENDER REFERENCE NO. RO (CENTRAL)/RCC/OM/2025-26:21 Dated 18.09.2025**

***Cost of the Tender: Rs.2000/- (Rs. Two Thousand Rupees Only)***

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**List of abbreviations**

**AMC** Annual Maintenance Contract

**LAN** Local Area Network

**ATS** Annual Technical Support

**BOM** Bill of Material

**CBS** Core Banking Solution

**CGST** Central Goods AND Services Tax

**CO** Central Office

**DC** Data Centre

**EMD** Earnest Money Deposit

**GST** Goods and Services Tax

**GSTR** Goods and Services Tax Return

**IGST** Interstate Goods and Services Tax

**ITC** Input Tax Credit

**JV** Joint Venture

**LOI** Letter of Intent

**OEM** Original Equipment Manufacturer

**PBG** Performance Bank Guarantee

**PO** Purchase Order

**RFP** Request for Proposal

**RO** Regional Office

**SGST** State Goods and Services Tax

**SLA** Service Level Agreement

**TCO** Total Cost of Ownership

**ZO** Zonal Office

**Invitation for Tender Offers:**

Central Bank of India, the Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 having its Central Office at Chandermukhi, Nariman Point, Mumbai-400021 hereinafter called "Bank/Purchaser" is interested in selection of **vendor for comprehensive AMC and other related services for Desktop PCs , Gateway PCs (Includes Monitor, CPU, Keyboard, Mouse, any other part/sub parts forms PC and Operating Systems used in these PCs),passbook printers, statement printers, FD/TDR printers, cash receipt printers, Line Printers/Printer Heads, Flatbed Scanners, ADF High speed scanners, All-In-One printers/Laser, Laptops and its consumable parts/sub parts and various peripherals of Aadhar Seva Kendra, and for various software application update and OS updates released from time to time.(Refer Annexure I) and Annexure IV – Bid for Technical Offers asking for various documents and information from Bidder)** at various offices of Regional Office Delhi Central, Central Bank Of India situated in Delhi, At present 1 Regional Office, 39 branches including Aadhar Seva Kendra are operating and geographically spread over Delhi, Gurgaon & Faridabad **(Refer Annexure II)**. In this context, Bank invites sealed tender offers (Technical offer and Commercial offer) from eligible, reputed Bidders/Vendors for Comprehensive AMC and related services for **Desktop PCs , Gateway PCs (Includes Monitor, CPU, Keyboard, Mouse, any other part/sub parts forms PC and Operating Systems used in these PCs),passbook printers, statement printers, FD/TDR printers, cash receipt printers, Line Printers/Printer Heads, Flatbed Scanners, ADF High speed scanners, Laptops and its consumable parts/sub parts and various peripherals of Aadhar Seva Kendra, and for various software application update and OS updates released from time to time** for smooth & uninterrupted functioning as third party maintenance, as specified in this document, at various offices under jurisdiction of Regional Offices, Delhi Central, Central Bank Of India situated at Delhi **(Refer Annexure – I)** for the period **01.10.2025 to 30.09.2026** (extension of 1 year may be awarded, subject to mutual agreement on same T&C) and may be extended for another 1 year further, depending on satisfactory service in case of need of the bank for one or more reasons.

Instructions along with the Terms & Conditions to the Bidders/Vendors in relation to the AMC offer **have to furnish unconditional compliance for all terms and conditions of AMC offer. Requisites to the Technical Bid are given in Annexure –IV. Bidders should ensure that all pre-requisites are being full filled by them. Incomplete/non-full fulfillment shall be liable to rejection out rightly.**

Detailed Terms & Conditions of the AMC offer is given under **Point No. 7 – Scope of The Work**. The details of the Systems / Computers available for AMC are given in **Annexure I**. Quantity mentioned in this tender is tentative and may vary depending upon actual requirement hence Bank reserves the right for addition(s) / deletion(s) of hardware / peripherals at the agreed rate and as per actual requirement.

**Format of Quotation for AMC (TCO) is given in Annexure –III.**

# Please note that the Bidders/Vendors having franchise arrangement for maintenance & support shall not be eligible to apply/quote.

A complete set of tender document may be purchased by any interested and eligible tenderers from address specified below upon payment of a non-refundable fee of Rs. 2000/- (Rupees Two Thousand only) by demand draft in the name of “Central Bank of India, Regional Office Delhi Central” and payable at DELHI. Tender document can also be downloaded from our website [**www.centralbankofindia.co.in**](http://www.centralbankofindia.co.in/). Any tender not accompanied with the EMD or specified fee shall be rejected. In accordance with Government of India guidelines, (Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) are exempted from EMD requirement, documentary proof and registration certificate to be furnished along with technical bid).

The Tender Details **(2 bid system tender i.e. technical offer and commercial offer)** are given below:

|  |  |
| --- | --- |
| Date of issue of TENDER | **From 19/09/2025 onwards** |
| TENDER Reference No. | **RO(CENTRAL)/RCC/OM/2025-26:21 Dated 18.09.2025** |
| Cost of Tender Copy (Non Refundable) | **Rs.2000.00/-** |
| Earnest Money Deposit (Refundable, In the form of DD/Performance Bank Guarantee). | **Rs. 40000.00/-** |
| Last Date for receiving queries through email | **22.09.2025 up to 15:00 Hrs**  [rccdelcro@centralbank.co.in](mailto:rccdelcro@centralbank.co.in) |
| Last Date and Time for submission of sealed tender offers | **29.09.2025 on or before 12:00 PM** |
| Technical Bid Opening Date and Time | **29.09.2025 at 3:00 PM** |
| Commercial Bid Opening Date and Time (For Successful Bidders of Technical Offers only) | **30.09.2025 at 3:00 PM** |
| Address of Communication for submission of Tender Documents | **Regional Head, Central Bank of India, Regional Office, Delhi (CENTRAL), 1398, First Floor, Chandni Chowk, Near Sis Ganj Sahib Gurudwara, Delhi-110006.** |
| Contact Numbers | **7428584134, 8168330492** |
| Email Id: | [**rccdelcro@centralbank.co.in**](mailto:rccdelcro@centralbank.co.in) |
| Bids to be submitted to | At below address |
| Place of Opening tender offers | **Central Bank of India, Regional Office, Delhi (CENTRAL), 1398, First Floor, Chandni Chowk, Near Sis Ganj Sahib Gurudwara, Delhi-110006.** |

Earnest Money Deposit of **Rs.40,000/- (Rs. Forty Thousand only)** by way of Demand Draft drawn on “CENTRAL BANK OF INDIA, REGIONAL OFFICE DELHI CENTRAL” payable at Delhi must accompany the Technical Bids.

The EMD of unsuccessful bidders will be refunded on completion of Tender process. The EMD of successful bidder(s) will be refunded after **submission of Performance Bank Guarantee in the Bank’s Format (Refer Annexure - XVII)**. Bidders will not be paid interest on EMD.

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

# Validity of Offer:- The offer should be valid for a minimum period of 90 days from the date of submission.

# Address of Communication:- Any communication in this regard should be addressed to the following office: Regional Head, Central Bank of India, Regional Office, Delhi (CENTRAL), 1398, First Floor, Chandni Chowk, Near Sis Ganj Sahib Gurudwara, Delhi-110006.

# Clarification of Offers:- To assist the vendors in the process, the Bank may, at its discretion, ask some or all vendors for clarification of their offer and receive requests for guidance/clarifications and the response will necessarily be through e-mail IDs specified herein above. The Bank has the right to disqualify the vendor whose clarification is found not suitable to the Bank.

# Price Variation and Supply of Spares:- The price quoted by the vendor should be valid for a minimum period of 3 (three) years. The vendor must give an undertaking along with the quotes that he gives service commitment along with availability of spares for a minimum period of 3 (three) years.

# For any clarification with respect to this RFP, the bidders may send their queries/suggestions, valuable inputs and proof of remittance of document cost or exception certificate of MSME by email to the Bank. It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be sent to designated e-mail IDs within stipulated time as mentioned.

# Confidentiality Clause: - This document is confidential and property of Central Bank of India. It should not be circulated, copied or reproduced in any form whatsoever without express permission of Central Bank of India. It is for use of the vendors addressed herein and only for the purpose mentioned in this document. Any violation is likely to be persecuted.

# (Sunny Kalra)

# Regional Head

# DISCLAIMER

# The information contained in this Request for Proposal (RFP) document or information conveyed subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Central Bank of India (Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

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

**INSTRUCTIONS TO BIDDERS/VENDORS**

# Notice of Invitation:

# Central Bank of India, Regional Office, Delhi (CENTRAL) invites Quotation from AMC Vendors for comprehensive AMC and other related services for Desktop PCs , Gateway PCs (Includes Monitor, CPU, Keyboard, Mouse, any other part/sub parts forms PC and Operating Systems used in these PCs),passbook printers, statement printers, FD/TDR printers, cash receipt printers, Line Printers/Printer Heads, All-In-One, Flatbed Scanners, ADF High speed scanners, Laptops and its consumable parts/sub parts and various peripherals of Aadhar Seva Kendra, and for various software application update and OS updates released from time to time for smooth & uninterrupted functioning under jurisdiction of Regional Office, Delhi Central (Various Branches/offices of Regional Office Delhi Central, Central Bank Of India situated in Delhi. At present, 1 Regional Office including - RAC & RPC Offices and 39 branches) along with maintenance of Computer Hardware and various hardware peripherals.

# The Vendor will be responsible for loading different types of Operating Systems including, but not limited to, all Versions of Windows, all flavors of Linux and all variants of UNIX and UNIX like OS etc. Any maintenance of normal system related software, i.e. System Software, Application Software, Database Software (including but not limited to Oracle, MS SQL Server, MySQL etc.) & Antiviruses including Aadhar Seva Kendra (For various software released time to time by UIDAI i.e. Unique Identification Authority of India for smooth & uninterrupted functioning. Operating System (O/S) including any newly introduced OS / Application Software / Database Software & Virus related problems to be taken care by the Bidder / Vendor.

# Invitation Offer System:

Bidders may either obtain copy of offer documents from our office at **Regional Computer Centre, Central Bank of India, Regional Office, Delhi (CENTRAL), 1398, First Floor, Chandni Chowk, Near Sis Ganj Sahib Gurudwara, Delhi-110006.** (Or) same may be downloaded from our website [**www.centralbankofindia.co.in**](http://www.centralbankofindia.co.in/).

***Bidders/Vendors having franchise arrangements are not eligible to quote*.**

# Two Bid System TENDER

Offers (Technical & Commercial) must be submitted at the same time, giving full particulars in **separate sealed envelopes** at the Bank’s address given above, **on or before the last date mentioned above.** All envelopes should be securely sealed and stamped. **Only one Quotation should be submitted by one Bidder/Vendor**.

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

* + Type of Offer (Technical / Commercial)
  + TENDER Reference Number
  + Date of Submission of TENDER
  + Name of Bidder/Vendor & mail id with contact number (at least 02 contact numbers)

# 3.1 ENVELOPE-I (Technical Offer):-

The Technical offer should be complete in all respects and contain all information asked for, except prices.

The technical offer should include all items asked for. The technical offer **should not contain any price information**. The Technical Offer with any price information anywhere is liable to be rejected. The TO must contain the proof of submission of document cost (if not submitted already) and bid security. Without any of these two, bidder will be disqualified, and bid submitted by them will not be considered for process. The Technical Offer should be complete to indicate that all products and services asked for are quoted as per **Annexure IV.**

# 3.2 ENVELOPE-II (Commercial Offer):-

Quotation / Offer should give all relevant price information as per **Annexure – III** only on Bidder’s Letter Head. **NO OTHER DOCUMENTS SHOULD CONTAIN THIS ENVELOPE**.

Both the Quotations (Technical & Commercial) must be submitted at same time, **on or before 29.09.2025 on or before 12:00 PM** giving full particulars in **sealed envelope at the Bank’s address given below:-**

**Regional Head,**

**Central Bank of India,**

**Regional Office, Delhi (CENTRAL),**

**1398, First Floor, Chandni Chowk,**

**Near Sis Ganj Sahib Gurudwara, Delhi-110006.**

Commercial Bid of only technically qualified Bidders shall be opened on the basis of technical proposal. The Commercial Offer (CO) should be complete in all respect and contain all information asked for in this document. It should contain only the price information as per **Annexure-III.**

a) The price to be quoted should be unit price in Indian rupees only.

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

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

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

# Unit Rate Quotation:

The unit rate for AMC amount for each and every item should be quoted and final total should also be incorporated in **Annexure-III.** Any Quotation found to contain incomplete information is liable to be rejected outright. In case of successful bidder, he has to submit performance Bank Guarantee of **25% amount of the contract for contract period** with additional claim period of 3 months. The earnest Money deposit without any interest will be returned to the unsuccessful bidder soon after the decision to award the work. The bidder shall bear all the costs associated with preparation and submission of its bid and Central Bank of India herein called “Purchaser” will in no case be responsible or liable for these costs, regardless of the conduct of the bidding process. 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 the rejection of its bid.

**The vendor shall furnish a Performance Bank Guarantee to the Bank, commensurate with 1st quarters AMC Charges.** In case the vendor is unable to furnish the Performance Bank Guarantee to the Bank, **maintenance charges payable for the first quarter** shall be retained by the Bank as Retention money till the expiry of the contract.

The vendor shall be required to execute **Service Level Agreement as per Banks Standard Format** incorporating various terms & conditions. On Empanelment, vendor should execute a Service level Agreement along with the Performance Bank Guarantee in Bank’s format and empanelment would be for a period of (extension of 1 year may be awarded, subject to mutual agreement on same T&C) and may be further extended for another 1 year depending on satisfactory service in case of need of the bank for one or more reasons, in which case the Performance Bank Guarantee shall be renewed for the extended period plus three months.

**The evaluation of L1 vendor will be on the basis of TCO (Total Cost of Ownership) as mentioned in Annexure-III**

# The evaluation of L1 Bidder/Vendor shall be on the basis of aggregate amount of total Hardware i.e. sum of (Unit Rate x Number of Units) for all items as given in Annexure III, whereas quantity at branch level may differ on account of shifting of hardware/ expiry of warranty.

**The Bank reserves the right to appoint more than one vendor (in case of more than one vendor, no vendor would be allotted more than 50%). It also reserves right to reject one or all vendors. The decision of the Bank in this regard will be final and binding.**

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

**It is our past experience that due to competition, vendor quote abnormally low rates only with a view to procure the contract and thereafter fail in providing satisfactory services. It is therefore decided that if the vendor fails to provide the AMC Services to the Branches / Administrative Offices, penalties will be imposed as stated in various clause under Point No.7 (SCOPE OF THE WORK), so also company may be black listed and no future contract will be awarded to such vendor.** Only one Quotation should be submitted by one vendor.

* **The information required to be filled in should not be hand written, such application will be liable to be rejected out rightly.**

# Eligibility Criteria of the Bidder/Vendor

Bidder can be a registered company / firm / individual with thorough technical expertise in the field of IT & robust financial support for Annual Maintenance Contract of Hardware & Peripherals. The Bidder should have sufficient qualified and experienced engineers on their payroll stationed at office/service center to support IT infrastructure on their own without resorting to sub-contracting in part or full / rendering support of any sort **through franchises will not be acceptable**.

# 

# A. The Bidder must fulfill following eligibility criteria:

|  |  |  |
| --- | --- | --- |
| **Sr. No.** | **Eligibility of the bidder** | **Documents to be submitted** |
| 1 | If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority | Certified copy of the registration certificate |
| 2 | The bidder must have an **turnover of minimum ₹ 3 crore in AMC services only** in Computer hardware & peripherals for each year during the last 3 financial years (i.e. 2022-23, 2023-24, and 2024-25) as per the audited balance sheet available at the time of submission of tender, in individual company and not as group of companies. | Copy of audited Balance Sheet/ Certificate of the Chartered Accountant for preceding three years |
| 3 | The bidder should have made operating profits in at least two financial years out of last three financial years (i.e. 2022-23, 2023-24, and 2024-25) | (a) Copy of audited balance sheet / Certificate of the Chartered Accountant. (b) Profit & Loss account statement for the last three years viz. (i.e. 2022-23, 2023-24, and 2024-25) to be submitted. |
| 4 | The bidder should have a positive net worth in two out of last three financial (i.e. 2022-23, 2023-24, and 2024-25) | Certificate of the Chartered Accountant |
| 5 | The Bidder should have applicable tax registrations i.e. PAN, TIN, TAN, GST of Delhi (Submit Proof). | Registration Proof to be submitted. |
| 6 | Bidder should not have filed for bankruptcy in any country including India | Self-declaration on Company’s letter head by the Authorized Signatory in original |
| 7 | At the time of bidding, the Bidder should not have been blacklisted/ debarred by any Govt. / IBA/RBI/PSU /PSE/ or Banks, Financial institutes for any reason or non-implementation / delivery of the order. Self-declaration to that effect should be submitted along with the technical bid. | Submit the self-declaration on Company’s letter head |
| 8 | At the time of bidding, there should not have been any pending litigation or any legal dispute before any court of law between the Bidder or OEM and the Bank regarding supply of goods/services. | Submit the self-declaration on Company’s letter head |
| 9 | Bidder/Vendor should have fully functional office anywhere within Delhi NCR Limits. | Supportive documents must be attached. |
| 10 | Bidder/OEM should not have > NPA with any Bank in India/financial institutions. > Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder in the opinion of Central Bank of India to service the needs of the Bank. | Submit the self-declaration on Company’s letter head |
| 11 | Bidder should have valid ISO 9001:2015, ISO/IEC 20000-1:2018, ISO/IEC 27001:2013 or above quality services certification in the relevant fields of Computer hardware & peripherals, Annual Maintenance Contract. | Supportive documents must be attached. |
| 12 | The Bidder should have 10 years of experience in AMC services of Computer hardware & peripherals in India in last ten years from RFQ date | The Bidder has to provide order copy/reference letter duly confirming the expertise in maintenance of minimum 400 Desktops,100 Printer & 100 Scanners in last 5 preceding each year |
| 13 | Minimum wages Compliance | The Bidder has to comply with the minimum wages act state of Delhi Govt. EPF and ESIC challan of deputed staff shall be submitted to bank, every quarter with the Invoice of AMC.  The Bidder should have minimum 50 staff in EPF & ESIC at present.  Challan should be submitted with technical document. |
| 14 | One similar work order/ contract completed each costing/value not less than 20 Lacs in INR, per order along with work done certificate(i.e. one work order should have been executed/ completed by the Bidder/Contractor to the above value) | PO copy or work order must be attached. |
| 15 | Document Cost | **Cost of Tender Document**:  Rs.2,000/- (Rupees Two thousand Only) by way of Demand Draft drawn on “CENTRAL BANK OF INDIA, REGIONAL OFFICE DELHI CENTRAL” payable at Delhi (If MSME, copy of Registration Certificate to be enclosed to claim exemption) |
| 16 | Bid Security | **EMD**:  **Rs.40,000/-(Rupees Forty Thousand Only)** by way of Demand Draft drawn on “CENTRAL BANK OF INDIA, REGIONAL OFFICE DELHI CENTRAL” payable at Delhi (If MSME, copy of Registration Certificate to be enclosed to claim exemption |

The bidder must submit only such document as evidence of any fact as required herein. The Bank, if required, may call for additional documents during the evaluation process and the bidder will be bound to provide the same. **The Bidders/Vendor must also ensure that they are in a position to undertake the work specified.**

**B. Bid Security:** Prospective bidders are required to submit the Demand Draft drawn in favor of “CENTRAL BANK OF INDIA, REGIONAL OFFICE DELHI CENTRAL” payable at Delhi, towards bid security of **INR 40,000/- (Rupees Forty Thousand only).** The Bank may accept Bank Guarantee in lieu of Bid Security for an equivalent amount valid for **120 days** from the last date of bid submission and issued by any scheduled commercial bank in India. The Bank will not pay any interest on the Bid security.

**The Bid Security shall be liable to be forfeited:**

1. If a Bidder withdraws its tender during the period of tender validity specified by the Bank; or
2. If the Bidder does not accept the correction of its Tender Price;

or

1. If the successful Bidder fails within the specified time to accept the Purchase Order.

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

The Bid Security will be refunded to the successful Bidder, within **30 days** from the date of acceptance of purchase order, validity starting from its date of issuance. The Bid Security of unsuccessful Bidders shall be returned as promptly as possible.

**C. Land Border Sharing Clause:**

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

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

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority.
2. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such persons, participating in a procurement process.
3. “Bidder from a country which shares a land border with India” for the purpose of this Order means: -
   1. An entity incorporated, established, or registered in such a country; or
   2. A subsidiary of an entity incorporated, established or registered in such a country; or
   3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
   4. An entity whose beneficial owner is situated in such a country; or
   5. An Indian (or other) agent of such an entity; or
   6. A natural person who is a citizen of such a country; or
   7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
4. The beneficial owner for the purpose of (iii) above will be as under.
5. In case of a company or limited liability partnership, the beneficial owner is the natural person(s). who, whether acting alone or together, or though one or more judicial person, has a controlling ownership interest or who exercises control through other means.

### Explanation –

* 1. “Controlling ownership interests” means ownership of or entitlement to more than twenty five per-cent of shares or capital or profits of the company.
  2. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder’s agreements or voting agreements.

1. In case of partnership firm, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of entitlement to more than fifteen per-cent of capital or profits of the partnership.
2. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of or entitlement to more than fifteen per-cent of the property or capital or profits of such association or body of individuals.
3. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person(s), who hold the position of senior managing official.
4. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per-cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An agent is a person employed to do any act for another, or to represent another in dealings with third persons.

**D. 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, fraud done by FE/RE during service , actions, costs and expenses (including attorney’s fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:
   1. Bank’s authorized / bonafide use of the Deliverables and/or the Services provided by Bidder under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or P O and/or
   2. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, any or all terms and conditions stipulated in the SLA(Service level Agreement) or Purchase Order(PO) and/or
   3. Claims made by employees or subcontractors or subcontractors’ employees, who are deployed by the Bidder, against the Bank and/or
   4. 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
   5. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights and/or
   6. 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
   7. Negligence or gross misconduct attributable to the Bidder or its employees, agents 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:
   1. Notifies the Bidder in writing; and
   2. 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, fraud done by FE/RE during service , action, suits and other proceedings,
5. that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or The Bidder shall indemnify the Bank in case of any mismatch of ITC(Input Tax Credit) in the GSTR 2A , where the Bank does not opt for retention of GST component on supplies.
6. 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:
7. The Bidder has sole control of the defense and all related settlement negotiations.
8. The Bank provide the Bidder with the assistance, information and authority reasonably necessary to perform the above and bidder is aware of the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority. Indemnity would be limited to court or arbitration awarded damages.
9. Indemnity would be limited to Court awarded damages or Arbitration award damages. However indemnity would also cover damages, loss or liabilities, compensation suffered by the Bank arising out of claims made by regulatory authorities.

### Bidder’s liability

The Bidder’s 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. 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.

## Independent Contractor

Nothing herein contained will be construed to imply a joint venture, partnership, principal-agent relationship or co-employment or joint employment between the Bank and Bidder. Bidder, in furnishing services to the Bank hereunder, is acting only as an independent contractor. Bidder does not undertake by this Agreement or otherwise to perform any obligation of the Bank, whether regulatory or contractual, or to assume any responsibility for the Bank’s business or operations. The parties agree that, to the fullest extent permitted by applicable law; Bidder has not, and is not, assuming any duty or obligation that the Bank may owe to its customers or any other person. The bidder shall follow all the rules, regulations statutes and local laws and shall not commit breach of any such applicable laws, regulations etc. In respect of sub-contracts, as applicable – If required by the Bidders, should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the SLA/NDA (Non Disclosure Agreement) irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits including labour laws for its employees and sub-contractors or as the case may be. Bidder should take bank’s prior written permission before subcontracting/ resource outsourcing of any work related to the performance of this RFP or as the case may be. The vendor should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for this project are completed and is available for scrutiny by the Bank.

### CONFIDENTIALITY

The Vendor must undertake that they shall hold in trust any Information received by them, under the RFP Agreement, and the strictest of confidence shall be maintained in respect of such Information. The Vendor has also to agree:

* To maintain and use the Information only for the purposes of the RFP/ subsequent Agreement and only as permitted by BANK;
* To only make copies as specifically authorized by the prior written consent of BANK and with the same confidential or proprietary notices as may be printed or displayed on the original;
* To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the information disclosed to them in accordance with this Clause and
* To treat all Information as Confidential Information.

Vendor shall submit **Non-Disclosure Undertaking**.

## Audit and Review

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

1. Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the service provider. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.
2. Provide the Bank with right to conduct audits on the service provider 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.
3. 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 service providers within a reasonable time. This includes information maintained in paper and electronic formats.
4. 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 service provider. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the service provider. Such assessment and reports on the service provider may be performed and prepared by Bank’s internal or external auditors, or by agents appointed by the Bank

Audit shall be conducted within business hours. Further, 15 days prior notice shall be given to conduct audit.

## 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 Hardware, Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the 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 Hardware and 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 Hardware and 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 Hardware and 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 Hardware/software / services provided by the bidder in the scope of the RFP will be the responsibility of the bidder if any discrepancy or infringement is encountered .

The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out of the use of any third party software or modules supplied by the Vendor as part of this Project.

### 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 by them and granted by the Bank. 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 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.

### Privacy and security safeguards

1. 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.
2. The Vendor hereby agrees and confirms that they will disclose, forthwith, instances of security breaches.
3. The Vendor hereby agrees that they will preserve the documents.

### Governing Law and Jurisdiction

The provisions of this RFP and subsequent 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 Delhi.

During the period of warranty / AMC, Bidder / Vendor should comply with all requirements including any or all reports without any additional cost, defined by any regulatory authority time to time and which fall under the scope of this RFP / Agreement. All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to the Bank during the tenure of the contract.

### Entire Agreement; Amendments

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

### Survival and Severability

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

**6. GENERAL TERMS AND CONDITIONS:**

1. Bank reserves the right to issue addendum(s) or amendment(s) to any condition / specification / schedule to all bidders before the date of submission. Quotations submitted by the bidder shall be deemed to cover the effect of such addendum(s) / amendment(s) issued and such addendum (s) / amendments (s) duly signed by the bidder shall be submitted along with the Quotations.

2. **BID CURRENCIES:** The offer must be made in Indian Rupees only and should include all the charges, excluding service/GST/any other mandatory nature of tax.

3. For the purpose of the present job, a single stage bidding process will be followed. Bidder will have to submit the Bid in sealed envelopes, duly superscripting **"Quotation for 3rd party AMC rates for Hardware & Peripherals for Delhi (Central) Region".** The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the bidder to the contract.

4. **No Commitment to Accept Lowest or Any Other Offer:** The Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of contract. The Bank will not be obliged to meet and have discussions with any vendor and/or to listen to any representations.

5. The quantities of various items mentioned in **Annexure - I** are indicative and there could be variations with the actual numbers.

6. All maintenance/repairs/complaints lodge by the any official of Central Bank of India shall be attended by the vendor or authorized personnel of the vendor.

7. Non-transferable Offer: This Offer document is not transferable. Only the party, who has purchased this offer document, is entitled to quote.

8. Validity of Offer:Bids shall remain valid for **90 days** after the date of bid submission prescribed by the Purchaser. A bid valid for shorter period shall be rejected by purchaser as non-responsive. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and response thereto shall be made in writing or by fax. The Bidder may refuse the request. A bidder granting the request will not be required nor permitted to modify its bid.

9. **AMENDMENT OF BIDDING DOCUMENTS:** At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding documents by amendments. Amendment will be notified in writing or by fax or on bank's website to all prospective Bidders, who have received the Bidding documents and will be binding on them. In order to provide prospective Bidders, reasonable time to take the amendment into account in preparing their bid, the Purchaser may, at its discretion, extend the dead line for submission of bids. No offer can be modified by the vendor, subsequent to the closing date and time for submission of offers.

**10. Opening of Offers:** Offers received within the prescribed closing date and time, will be opened by Bank's Committee appointed for the same. Bids will be opened in presence of the bidders' representatives who choose to attend, if no one attend on behalf of vendor/vendors, bank is empowered to open the bids on schedule date without waiting the representative on behalf of vendor/vendors.

11. **Preliminary Scrutiny: The Bank will scrutinize the offers to determine whether** they are complete, or any errors have been made, or the documents have been properly signed or items are quoted as specified. The Bank may, at its discretion, may reject it out rightly or may waive any minor nonconformity or any minor irregularity in an offer. This shall be binding on all vendors and the Bank reserves the right for such waivers.

12. **Clarification of Offers:** To assist in the scrutiny, evaluation and comparison of offers. The Bank may, at its discretion, ask some or all vendors for clarification of their offer the request for such clarifications and the response will necessarily be in writing. The Bank has the right to disqualify the vendor whose-clarification is found not suitable to the Bank.

**13. Make and Models of the equipment:** The details of the equipments are mentioned in the   
**Annexures I.** It is mandatory to quote for all items. The brief details given about the   
configuration are indicative. A vendor must quote **unit rate** for each item.

14. **Erasures or Alterations:** The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or arithmetic calculation mistake or alterations in the offer. The Bank may treat offers not adhering to these guidelines as unacceptable.

15. **No** **Negotiation:** It is absolutely essential for the vendors to quote the best price at the time of making the offer in their own interest, as the Bank will not enter into any price negotiation,   
except with the lowest quoting vendor, whose offer is found to be otherwise in order.

16. **Right to Alter Quantities:** The Bank reserves the right to alter the hardware quantities specified in the offer. The Bank also reserves the right to add or delete one or more items, from the list of items specified in offer. Bank also reserves right to add or delete name of any   
branch/Offices.

**17. Price Variations and Supply of Spares: The price quoted by the vendor should be valid for a minimum period of three** years. **The vendor must give an undertaking along with the quotes** that vendor will provide service commitment along with availability of spares for a minimum period of three years.

18. In case of scheduled equipment **being shifted to any other locations, maintenance shall** continue to be applicable.

19. In case of any upgrade of the system during the proposed maintenance period the maintenance shall also cover the upgraded system for the said contract period.

20. If the service provided by the Bidder/Vendor is found to be unsatisfactory or if at any time it is found that the information provided for empanelment is false the Bank reserves the right to remove such Bidders/Vendors by giving notice from the empanelled list.

21. The Bank reserves the right to inspect the facilities of the Bidder/Vendor until the contract is in force to verify the genuineness and to ensure conformity with the details given in the bid. If any information is found to be incorrect / false / untraceable the contract may be terminated and the bidder will be blacklisted. Any changes to the information provided (eg. Change of office place to some other location within Delhi NCR Limits Or Change in Engineer’s Name, Engineer’s Mobile Number Or Engineer’s Address mentioned has to be informed to Regional Computer Centre Delhi (Central) in writing within 24 hours of any such change.)

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

23. **Bank may replace the scheduled equipment under maintenance and also may purchase new components. The payment for the remaining system will be made on pro rata basis.**

24. In case within the contract period, for any reasons, the systems under maintenance are disposed off by the Bank, the contract amount for that particular system shall be paid on a pro rata basis.

25. The vendor shall be liable for any loss or damage to the scheduled equipment caused due to negligence of the vendor during the contract period.

26. The vendor shall be required to sign an **Agreement as per Banks Standard Format incorporating various terms & conditions**. The vendor has to prepare inventory of hardware at each branch and paste vendor sticker on each and every AMC items, for calculation of payment charges, and has to submit the said inventory details to **Central Bank of India, Regional Computer Centre, Delhi (Central)** and AMC payment will be paid after every quarter from **Central Bank of India,** **Regional Office Delhi (Central)** for all the branches under AMC for the period **01/10/2025 to 31/09/2026** (period may be extended subject to mutual agreement on same T&C for another 1 year) and may be extended for further 1 year depending on satisfactory service in case of need of the bank for one or more reasons.

27. Resolution of Disputes: Central Bank Of India and the Bidder/Vendor shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, Central Bank of India and the Bidders/Vendors are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration and place of arbitration shall be Delhi. If matter is not resolved through arbitration the party shall submit all their disputes arising out of or in connection with this TENDER to the exclusive jurisdiction of courts of Delhi only.

**The** jurisdiction for the purpose of settlement of any dispute or differences whatsoever in respect of or relating **to or** arising out of or in any way touching this contract or the terms **and conditions thereof or the contraction / interpretation thereof shall be that of the appropriate Court in Delhi only.** The jurisdiction of any other Court other than Delhi is specifically excluded.

**7. SCOPE OF THE WORK:**

1. Central Bank of India, Regional Office – Delhi Central has its branches spread over 2 states Delhi, Haryana (in Gurgaon & Faridabad).
2. On every 100 items at least 1 Field engineer should be there. i.e. at least 6 FE on 593 hardware items distributed among 3 location of our region i.e. Delhi, Gurgaon, Faridabad.
3. Mere confirmation is not sufficient. Submit their joining letter, along with their CV. **(minimum 7 qualified and skilled service engineers {with minimum two years of relevant experience in managing PC Hardware, Printers & peripherals})**
4. List of Hardware / IT Support Engineers (supposed to deployed on assignment clearly mentioning – (i) Engineer’s Name (ii) Reporting Office (iii) Educational Qualification & Certification Details (iv) Employed since (v) Contact Details (vi) Current Assignment & Location. (Submit the self-declaration on Company’s letter head).
5. Page no. 7 under Resident Engineer(point no.22) – Service Provider shall be solely liable & responsible for compliance to all obligations arising under the Contract Labour (Regulations & Abolition) Act, 1970, Minimum Wages Act, Workmen’s Compensation Act, 1923 etc. and other applicable Labour Laws prevailing in the country in respect of its employees, agents, representatives and sub-Contractors and in particular Laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled. The Bank shall have no liability in these regards. Further, the Service Provider would indemnify/make good for the losses to the Bank for non-compliance or any claims against the Bank arising out of any noncompliance as above. Minimum wage as per the Labour law for Delhi state for skilled engineer to be mandatorily considered.

**One senior & skilled engineer** should be stationed at its Regional Computer Centre, Regional Office Delhi (Central) for full time (residential engineer) in schedule working time of Regional Office Delhi (Central) as RE.

and **minimum 2 qualified and skilled engineer FE should be stationed at Gurgaon**

and **minimum 2 qualified and skilled engineer FE should be stationed at Faridabad,**

and **minimum 2 qualified and skilled engineer FE should be stationed at Delhi,**

to attend calls from various branches within the time limits specified (as mentioned below), to resolve issues.

Out of the 7 engineers at Regional Headquarter at Delhi NCR, **Two engineer should report to and be stationed at Delhi (Central) Regional Office & for offices located in the building** and expected to schedule the visit of various engineer(s) on behalf of vendor/vendors for Delhi, Gurgaon & Faridabad by vendor/vendors engineer with the consultation of Regional Computer Centre Delhi (Central) officials. In case of emergency, these engineers may have to be deputed to any local branch, **conveyance to be borne by the bidder.**

**Bio-Data of all 6 engineers will be checked thoroughly and same may be approved only after verifying its minimum qualification & experience. If any of the criteria is not matched, same may be rejected outright.**

**Engineers will be dedicated for central bank and should not take any calls during the agreeable duration for other banks/company/firm etc.**

**In event of leave / absence of the Resident Engineer(s) stationed at the Bank to facilitate maintenance, the vendor shall make necessary arrangements for proper replacement with senior & skilled engineer. In case the vendor fails to do so, he will be liable to pay penalty at the rate of Rs.1000/- per day.**

**AMC offer is of Comprehensive in nature, as comprehensive AMC is proposed the selected Bidder/Vendor(s) will have to replace damaged/worn out components at no additional cost to the bank except in case of force majeure viz. damage due to external factors (robbery, arson, rioting and willful damage). Damage due to short circuit/electrical/voltage problems will not be in the scope of force majeure clause, and hence will be covered in comprehensive AMC and should be given by bidder on FOC(Free Of Charge)**

iii**)** AMC offer is ONSITE in nature; the service is to be provided by visiting various branches / offices on their location. **During AMC inspection visit of branches by the Regional Computer Centre, Delhi Central, one proficient engineer will need to be deputed to facilitate the branch on immediate basis.**

iv) All maintenance/repairs shall be attended by the Bidder/Vendor or their authorized personnel.

* 1. The Bidder/Vendor shall maintain adequate spare machines and other spares to facilitate any temporary replacement.
  2. The Vendor will be responsible for installing different types of Operating Systems including, but not limited to, all Versions of Windows, all flavors of Linux and all variants of UNIX and UNIX like OS etc. Any maintenance of normal system related software, i.e. System Software, Application Software, Database Software (including but not limited to Oracle, MS SQL Server, MySQL etc.) & Antiviruses including **various requirement arising, to comply with central bank or regulatory guidelines.** Operating System (O/S) including any newly introduced OS / Application Software / Database Software & Virus related problems to be taken care by the Bidder/Vendor.
  3. Installation of operating systems (Existing like Windows 7, Windows Vista, Windows 10, Windows 11, Server Win-8 , Server Win-16 etc. as well as amended in future to meet the requirement of bank in all PCs as well as in Server), Oracle Server, Oracle Client, Antivirus packages and other application(s)/complete tools/softwares/sites as desired by Bank at clients/server systems.
  4. The systems support should include the trouble shooting for O.S. (Existing like Windows 7. Windows Vista, Windows 10, Windows 11, Server Win-8, Server Win-16 etc as well as amended in future to meet the requirement of bank in all PCs as well as in Server) creating and deleting of network ID, network rights management, configuration management etc.
  5. **The vendor shall carry out a quarterly Preventive Maintenance (PM) in all the computer systems and all systems accessories included in AMC along with the rectification of complaints lodged by bank officials of branches/offices.** The AMC shall consist of **preventive and corrective maintenance** of the Computer Systems/machines and will include supply and replacement of all damaged parts, at vendor's own cost. Preventive maintenance to be done at least once in a quarter and corrective action has to be taken as and when required. While preventive measure at all branches/offices, any power related issue observed, endorse the same in a separate register to be maintained at branches/offices and get it resolved with the help of bank officials by calling electrician immediately or provide the electric current from another electric point with the help of extension box till repairs of electric point, just to avoid electric fluctuation. In case of earthing issues, write endorsement in a register with authorization of noting by bank officials in branches/offices. The detailed locations of hardware, peripherals, PCs and Servers shall be provided to the selected Bidder/Vendor along with Purchase Order.
  6. Update of the software / drivers required for the networking components during the contract in all Branches / Offices (RAC & RPC Offices) /Aadhar Seva Kendra etc under Delhi central region.
  7. All types of damaged parts (excluding consumable items like toner cartridges, keyboard & mouse) to be replaced with either by a new part or equivalent to new part by vendor/vendors on **their** own cost. AMC includes all types of parts of hardware/Peripherals. The replacement of defective spares with genuine spares of same configuration will be done without any extra cost. In case of replacement of parts, the old/defective parts removed from the computer system shall become the property of the vendor.

v) Vendor shall not sub contract or permit anyone other than the company personnel to perform any of the services required by the vendor.

vi) The vendor shall maintain atleast 5 numbers of spare machines for all types of hardware and peripherals and any other spares at site used in branches / offices to facilitate any temporary replacement like Hard Disk, Mother Board, CD/DVD Drive, Memory, Printer Parts, etc. as standby spare in our Office (preferably at Regional Computer Centre Delhi (Central)).   
The vendor shall not directly or indirectly try to open/alter or in any way do any act which will result in intruding with the internal operations of the system and the peripheral units (except routine input/output and data processing) and do any modifications to the configurations of the equipment. In case, if some more time is required for rectification of issue, standby hardware / peripheral should be provided to branches/offices as standby immediately.

vii) The Computer Systems/machines shall continue to remain covered-under AMC agreement during transit as well as at the new location, when moved for maintenance or for any other purpose.

**viii) All parts of Computer systems (Mother Board, HDD etc.), Laser Printers / Desk Jet Printers / Dot Matrix Printers/ Passbook Printer (Printer Cables, Printer Knobs, Printer Heads, Paper Guide, Power Cords, Cables, Power Adapter, I/O lets, Network Equipments, Drums, Laser Printer fuser Assembly Set, Paper Tray(s), all plastic parts etc.,) shall be covered under the Annual Maintenance Contract.**

**ix) In case some parts cannot be repaired on-site and are taken by the vendor to their** **factory site for necessary repairs etc., standby arrangement for the equipment has to be made by the vendor, for which no extra payment will be made. Proper gate pass arrangements should also be followed for movement of hardware with due consultation and consent with officials of Regional Computer Centre, Delhi (Central).**

x) Since the AMC is comprehensive, the **all cost of all types of Replacement/Repairs to be borne by the Vendor**.

xi) Any maintenance of normal system related software, i.e. System Software and Operating System (O/S) / Virus related problems has to be undertaken by the vendor. **While formatting the PC vendor representative has to take proper back up of the data with the help of user.**

xii) The vendor has to visit the locations as per **Annexure- II** and take an inventory of Hardware & Peripherals as per AMC awarded and discrepancies, if any, should be brought to the knowledge of Regional Computer Centre, Delhi (Central) in writing with in a period of two weeks from the date of commencement of AMC period.

xiii) The vendor shall arrange monthly visit of their Area Manager and Regional Manager with Officials of Regional Computer Centre, Delhi (Central). The vendor shall also arrange quarterly visit of their Area Managers and Regional Manager with Regional Head of Central Bank of India, Delhi (Central).

**8. DURATION OF CONTRACT:**

a. The contract shall initially be valid for the period **01/10/2025 to 31/09/2026** (extension of **1** year may be awarded, subject to mutual agreement and on same T&C) and may be extended for further 1 Year depending on satisfactory service in case of need of the bank for one or more reasons.

b. Upon expiry of the period of contract, the same may be renewed for a further period of 1 year and upon such terms and conditions as may be mutually acceptable to the Bank and the Vendor and also subject to the Point No. (c) mentioned hereunder.

c. If the vendor desires or does not desire to renew the period of existing contract, he shall express his desire to renew or not renew the contract, by giving three months prior notice before the expiry of the contract.

Bank reserves the right for subsequent additions of Hardware, PCs and Printers which fall out of warranty shall be included in the contract at the rates quoted by the Bidder/Vendor as per **Annexure III** and payments shall be made accordingly.

**9.** **MOVEMENT OF EQUIPMENT:**

(i) The bank reserves right to move any equipment from the place of installation to any other location, without intimation to the vendor.

(ii) All costs/charges in respect of moving the Computer Systems/ Machines from one location to another shall be payable by the Bank. In case the Computer Systems/Machines are moved for the purpose of maintenance/repairs, such costs/charges shall be borne by the vendor.

(iii) The obligations of both the Bank and the vendor shall proportionately cease forthwith if the Bank sells or transfers the ownership of any one or more Computer Systems/Machines. If any machines are withdrawn from use, the AMC charges will he reduced proportionately. For any machines under warranty will be covered under AMC only after expiry of warranty and AMC   
charges will be calculated proportionately.

(iv) The bank reserves all rights for replacement of old hardware with new hardware. If at any point of time, Bank will replace old hardware Desktop PCs with new Desktop PCs due to technological upgradation, then the replaced old Desktop PCs will discontinue from AMC from that point of time. Rest of the hardware Desktop PCs with Printers and Scanners will continue as it is. Further if Bank staff will increase at Branches and if Bank uses the old hardware Desktop PCs, then those PCs again will be included under AMC from that point of time. Stand by servers are also covered under AMC.

**10. UPTIME GUARANTEE / CONFIDENTIALITY OF DATA:**

(i) The Bank shall give the vendor full access to the Computer system server / machines to enable the Vendor to provide comprehensive maintenance service.

(ii) The Bank shall provide suitable working space/facilities to the vendor for storage of maintenance equipment(s), spare parts and spare Machines for its requirements.

(iii) The vendor shall ensure that the Systems being maintained are available to the Bank in proper working condition for at least 95% of the time in every month.

(iv) Any Media including but not limited to HDDs, SSDs, CDs, DVDs, Flash Disks, Pen Drives etc. if moved out of bank premises for repair / maintenance, the vender should maintain the confidentiality of data on such media.

(v) If Media is faulty and needs to be replaced the old media has to be degaussed ( if magnetic media ) or permanently erased using multiple times file over writing and data encryption for all other types of medias before moving out of bank’s premises.

# 11. PROCEDURE FOR LODGING THE COMPLAINT BY BRANCHES:

**Single Point of Contact** to log complaints should be provided along with all contact information (Viz. mail, phone, mobile, Whatsapp etc.). **Escalation matrix must be shared along with contact person’s name, contact number and e-mail ID.**

The Bidder/Vendor should have an automated ticketing system in place to log complaints. Branches / Offices may lodge complain by mail, phone, mobile, Whatsapp etc. and an automated ticket should be raised for the same. Details of the Ticket, like Ticket No., **Nature of complaint, Name of engineer working on call and Status of the ticket should be provided to the complainant with copy to the controlling office** i.e. Regional Computer Centre – Delhi Central on **Daily Basis.** **The ticket can only be closed after written confirmation from the controlling office.** The turnaround time from lodging of complaint to closure of ticket will be 24 hours.

**Failure to adhere to the stipulated procedures may result in cancellation of contract and the bidder may be blacklisted. No future contracts shall be awarded to such Bidder/Vendor.**

(i) The provision, by the vendor, of maintenance service will be confined to the Banks **normal** working hours on all normal working days. Work undertaken on Sundays and holidays will be by prior arrangement with consent of the bank.

(ii) Calls for Server/ Gateway PC should be attended immediately and should be sorted out within same day from lodging the complaint.

(iii) The normal working hours of the Bank are from 9.30 a.m. to 6:30 p.m. on all working days and varies from branch to branch depend upon Market Area/Residential Area/Urban Area/Semi Urban Area/Rural Area.

(iv) The vendor do hereby undertakes to attend break-down calls on the same working day. **Calls should be attended and completed within 12 hrs.**

(v) In case any replacement of parts is required, the vendor shall ensure to complete the same within 12 hours at local sites and 24 hours at remote/ rural sites. In case it is assessed that it is not possible to replace within 24 hours, due to explainable reasons, the vendor shall provide replacement spare machine till the machine of the Bank is made available after repairs.

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

**a) Gateway PCs (Servers)** **Rs.1500/-**

**c) PC/Desktop** **Rs.1000/-**

**d) Passbook printer** **Rs.700/-**

**e) Laser/All-In-One/other scanners** **Rs.600/-**

**f) Cash Receipt Printer Rs.800/-**

**g) ADF High Speed Scanner Rs.800/-**

**h) Laptops** **Rs.500/-**

(vii) In case of delay / inability of the vendor to carry out maintenance, the Bank will be at liberty to get the work carried out by outside vendors and **the total expenses paid to outside vendors for carrying out such maintenance work will be recoverable by the Bank in addition to the penalty to be levied for the delay**.

(viii) The vendor will ensure to have qualified engineers allocated exclusively for this assignment. These engineers should have complete knowledge of maintaining and repairing **Desktop PCs , Gateway PCs (Includes Monitor, CPU, Keyboard, Mouse, any other part/sub parts forms PC and Operating Systems used in these PCs),passbook printers, statement printers, FD/TDR printers, cash receipt printers, Line Printers/Printer Heads, Flatbed Scanners, ADF High speed scanners, All-In-One printers/Laser, Laptops and its consumable parts/sub parts and various peripherals of Aadhar Seva Kendra, and for various software application update and OS updates released from time to time,** as well as maintenance of Operating Systems (Specific to Banking Industry) mentioned in Scope of Work above.

(ix) Since most of the Desktop PCs do not have CD/DVD Drives, it is essential that these engineers carry a CD/DVD drive in case the PC is to be formatted or OS is to be repaired or new hardware device is to be installed. Dismantling of CD/DVD drives of other PCs and using it in other PCs is strictly not allowed.

**12. TERMS OF PAYMENT:**

1. The Bank shall pay amount per unit of Computer Hardware/Peripherals, towards AMC charges for the maintenance of the Computer Hardware / Peripherals as per **Annexure III.**
2. Vendor has to execute the SLA for AMC with the Bank (Regional Office level) without any exception within 15 days from the acceptance of Annual Maintenance Contract, if AMC agreement not executed then EMD and BG will be forfeited. **A copy of SLA is attached along with this document.** No deviation from the terms and condition given in AMC agreement is acceptable to the Bank. The Bidder/Vendor shall be required to sign a **Service Level Agreement** as per Banks Standard Format incorporating various terms & conditions.
3. AMC payment will be paid after completion of every quarter from Regional Office Delhi (Central) for all the branches & offices under AMC for the period **01/10/2025 to 31/09/2026** (& subsequently for forthcoming years, if extended further) after submission of invoices and satisfactory PMRs (Preventive Maintenance Report) done in every quarter at all branches. Quarterly PMR report to be submitted at the end of every quarter without fail, to avoid any delay /stoppage in payment.
4. Monthly call lodge status to be submitted before 5th of every month for recording & monitoring purpose invariably.
5. The vendor shall draw invoices for payment of maintenance charges at respective Branch and true copy at Regional Computer Centre, Regional Office, Delhi (Central). On account of delayed service in branches/offices, penalty charges will conveyed to vendor upto 10th day of next calendar month. Vendor should deposit the penalty charges on 20th day i.e. within 10 days to Central Bank of India, Regional Office Delhi (Central) accounts by way of cash/DD.
6. No penalty or interest etc., shall be payable by the Bank for any overdue maintenance charges.
7. Maintenance charges payable by the Bank are inclusive of all duties, taxes etc. except service tax. The payment would be made after deducting necessary taxes applicable, if any.
8. TDS and other government taxes will be applicable as per government rule.
9. Except the payments mentioned in this paragraph, no other payments are payable by the Bank to the vendor.

**13. TERMINATION:**

**A**. The vendor may terminate the contract by giving three months’ notice in writing. However, the bank may terminate the contract by giving 15 days’ notice. Maintenance charges payable, shall be proportionately reduced for the remaining period and Bank will be obliged to pay only for the actual period for which the vendor provided the maintenance service.

**B**. Bank reserves the right to terminate the contract by giving due notice in case of breach of any of the material obligations under the contract, if committed by the vendor, during the contract period. The contract may also be terminated in case of any unsatisfactory service performance during the contract period with due notice.

**C**. **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:

1. If the Successful Bidder fails to perform any other obligation(s) under the contract.
2. 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.

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

**E. Termination for Insolvency:** If the Bidder becomes bankrupt or insolvent, has a receiver 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 **90 days** prior 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.

**F**. **Governing Law and Jurisdiction:** The provisions of this RFP and subsequent 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 Delhi

**G**. **Compliance with Laws:**

1. Compliance with all applicable laws: Successful bidder 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: Bidder 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 assignment / 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. This indemnification is only a remedy for the Bank. Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

**H**. **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 Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained under the RFP/Agreement. 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**.**

**I**. **Corrupt and Fraudulent Practices:**

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

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

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

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 bidder / supplier**.**

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

## J. Liquidated Damages

1. If the successful Bidder/Vendor fails to perform the Services within the period(s) specified in the Contract / SLA, the Bank shall, without prejudice to its other remedies under the Contract, deduct penalty from the Contract Price, as Liquidated Damages (LD), for every such default in service.
2. The Liquidated Damages (LD) shall be a sum equivalent to 1% of contract amount for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract amount. Once the liquidated damages reach 10% of the contract amount, the Bank may consider termination of the contract or forfeiture of Bank Guarantee. In this context Bank may exercise both rights jointly or solely. Bank may instruct concerned vendor to submit fresh Bank guarantee for the same amount in this regard. At that point, the contract price will stand reduced to the actual amount payable by the Bank. Proportionately the payment payable to the Successful Bidder will also stand reduced. All the deliverables given to the Bank at that instant will continue to be the property of the Bank and the Bank plans to use the same for any purpose which it may deem fit.

**14. FORCE MAJEURE:**

The vendor shall not be liable for any loss, damage, injury or delay which is due to fault or causes beyond the control of the vendor or force majeure such as acts of GOD, Government direction, Riots, War, Civil commotion, Sabotage, Fires, Lightening, Floods, Earthquakes, Explosions or other catastrophes, Epidemics, Quarantine. Vendor will however inform us its inability to-execute work due to force majeure within 15 days of commencement of force majeure.

**15. CONFIDENTIALITY:**

(i) The vendor shall not divulge to any person including other divisions, subsidiaries or groups of the vendor or to any other person, any information obtained by it in the course of its execution of its work and all the information gathered by the vendor shall be treated as professional communications and confidential. Any violation of this clause shall lead to termination of the contract and invoking of the Bank Guarantee, if any, without notice to the vendor and he shall be liable for further damages.

(ii) The vendor shall not encourage or partake in any form of software piracy during the contract period.

(iii) The vendor shall take all possible precautions to prevent the introduction of any proliferation of any forms of network hacking at BANK.

(iv) The vendor shall not take BANK as reference to their prospectus or clientele for any purpose.

**16. ELIGIBILITY CRITERIA FOR AWARDING AMC:**

1. L-1 bidder will be decided on the basis of the total cost of AMC amount per branch as per ideal structure of hardware (Annexure — III). Negotiation may be done if necessary with L1 vendor. Decision of Bank in respect of evaluation of bids and/ or award of contract will be final.

2. Prior to awarding the AMC to the L1 vendor, the CVs of the proposed Field Engineers (FE) and Resident Engineers (RE) must be submitted for review. These will be evaluated based on the required educational qualifications and relevant experience. Any candidate found unsuitable shall result in the outright rejection of the bid.

**17. RELATIONSHIP:**

The agreement executed between Bank & Bidder / Vendor does not intent to create, constitute or evidence any partnership, joint venture and trust, employer-employee relationship among the parties. Any publicity by either party in which the name of the other party is to be used should be done only with the explicit written permission of such other party.

**INDEMNITY, AUDIT/REVIEW: RIGHT TO INSPECT, EXAMINE AND AUDIT:**

All vendor records pertain to any matter/issue covered under the scope of agreement executed Bank & Vendor shall be made available to the Bank any time during the normal business hours as the bank deems necessary, but not exceeding more than 2 times in a year, by prior advance notice of 15 days to the Vendor to audit, examine, and make excerpts or transcripts of all relevant data. Vendor shall also permit audit by internal/external auditor of Bank/RBI.

**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, fraud done by FE/RE during service, actions, costs and expenses (including attorney’s fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:
   1. Bank’s authorized / bonafide use of the Deliverables and/or the Services provided by Bidder under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or P O and/or
   2. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, any or all terms and conditions stipulated in the SLA(Service level Agreement) or Purchase Order(PO) and/or
   3. Claims made by employees or subcontractors or subcontractors’ employees, who are deployed by the Bidder, against the Bank and/or
   4. 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
   5. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights and/or
   6. 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
   7. Negligence or gross misconduct attributable to the Bidder or its employees, agents 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:
   1. Notifies the Bidder in writing; and
   2. 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, fraud done by FE/RE during service, action, suits and other proceedings,
5. that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or The Bidder shall indemnify the Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A , where the Bank does not opt for retention of GST component on supplies.
6. 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:
7. The Bidder has sole control of the defense and all related settlement negotiations.
8. The Bank provide the Bidder with the assistance, information and authority reasonably necessary to perform the above and bidder is aware of the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority. Indemnity would be limited to court or arbitration awarded damages.
9. Indemnity would be limited to Court awarded damages or Arbitration award damages. However indemnity would also cover damages, fraud done by FE/RE during service, loss or liabilities, compensation suffered by the Bank arising out of claims made by regulatory authorities.

### Bidder’s liability

The Bidder’s 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. 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.

## Independent Contractor

Nothing herein contained will be construed to imply a joint venture, partnership, principal-agent relationship or co-employment or joint employment between the Bank and Bidder. Bidder, in furnishing services to the Bank hereunder, is acting only as an independent contractor. Bidder does not undertake by this Agreement or otherwise to perform any obligation of the Bank, whether regulatory or contractual, or to assume any responsibility for the Bank’s business or operations. The parties agree that, to the fullest extent permitted by applicable law; Bidder has not, and is not, assuming any duty or obligation that the Bank may owe to its customers or any other person. The bidder shall follow all the rules, regulations statutes and local laws and shall not commit breach of any such applicable laws, regulations etc. In respect of sub-contracts, as applicable – If required by the Bidders, should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the SLA/NDA (Non Disclosure Agreement) irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits including labour laws for its employees and sub-contractors or as the case may be. Bidder should take bank’s prior written permission before subcontracting/ resource outsourcing of any work related to the performance of this RFP or as the case may be. The vendor should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for this project are completed and is available for scrutiny by the Bank.

### CONFIDENTIALITY

The Vendor must undertake that they shall hold in trust any Information received by them, under the RFP Agreement, and the strictest of confidence shall be maintained in respect of such Information. The Vendor has also to agree:

* To maintain and use the Information only for the purposes of the RFP/ subsequent Agreement and only as permitted by BANK;
* To only make copies as specifically authorized by the prior written consent of BANK and with the same confidential or proprietary notices as may be printed or displayed on the original;
* To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the information disclosed to them in accordance with this Clause and
* To treat all Information as Confidential Information.

Vendor shall submit **Non Disclosure Undertaking**.

## Audit and Review

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

1. Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the service provider. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.
2. Provide the Bank with right to conduct audits on the service provider 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.
3. 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 service providers within a reasonable time. This includes information maintained in paper and electronic formats.
4. 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 service provider. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the service provider. Such assessment and reports on the service provider may be performed and prepared by Bank’s internal or external auditors, or by agents appointed by the Bank

Audit shall be conducted within business hours. Further, 15 days prior notice shall be given to conduct audit.

## 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 Hardware, Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the 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 Hardware and 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 Hardware and 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 Hardware and 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 Hardware/software / services provided by the bidder in the scope of the RFP will be the responsibility of the bidder if any discrepancy or infringement is encountered .

The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out of the use of any third party software or modules supplied by the Vendor as part of this Project.

### 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 by them and granted by the Bank. 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 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.

### Privacy and security safeguards

1. 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.
2. The Vendor hereby agrees and confirms that they will disclose, forthwith, instances of security breaches.
3. The Vendor hereby agrees that they will preserve the documents.

### Governing Law and Jurisdiction

The provisions of this RFP and subsequent 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 Delhi.

During the period of warranty / AMC, Bidder / Vendor should comply with all requirements including any or all reports without any additional cost, defined by any regulatory authority time to time and which fall under the scope of this RFP / Agreement. All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to the Bank during the tenure of the contract.

### Entire Agreement; Amendments

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

### Survival and Severability

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

**18. CHECK LIST FOR DOCUMENTS TO BE SUBMITTED:**

|  |  |  |
| --- | --- | --- |
| **Sr** | **Particulars** | **Bidders Remark**  **Yes/No** |
| **1** | **Certificate of incorporation/Registration** |  |
| **2** | **Audited Balance sheets of last three years 2022-23, 2023-24, 2024-25** |  |
| **3** | **CA certificate for three years average turn-over for financial years 2022-23, 2023-24, 2024-25** |  |
| **4** | **CA certificate for operating profit for last three financial years 2022-23, 2023-24, 2024-25** |  |
| **5** | **CA certificate for net worth for last three financial years i.e. 2022-23, 2023-24, 2024-25** |  |
| **6** | **Self-declaration by the Authorized Signatory for not having filed for bankruptcy in any country including India ,on company’s letter head** |  |
| **7** | **Self-declaration on Company’s letter head that the firm has not been blacklisted/debarred by any of the Govt. Authority or PSU as on date.** |  |
| **8** | **Self-declaration on Company’s letter head that Bidder/OEM does not have any litigation/case/dispute pending** |  |
| **9** | **Self-declaration on Company’s letter head regarding NPA** |  |
| **10** | **Document Cost** |  |
| **11** | **Bid Security** |  |
| **12** | **Annexure-III – Format for quotation (TCO)** |  |
| **13** | **Annexure-** **IV Conformity Letter** |  |
| **14** | **Annexure-** **V & VI Undertaking Letters** |  |
| **15** | **Annexure- VII Letter of Indemnity** |  |
| **16** | **Annexure- VIII Bidder’s Information on company letter head including Address & Contact Details of office in Delhi NCR.** |  |
| **17** | **Annexure-IX Performance statement on company letter head** |  |
| **18** | **Annexure- X Letter to be submitted by bidder along with bid**  **documents on company letter head** |  |
| **19** | **Annexure-XI Undertaking Letter on company letter head** |  |
| **20** | **Annexure- XII Non-Disclosure Agreement** |  |
| **21** | **Annexure- XIII Bid Security (Bank Guarantee Format)** |  |
| **22** | **Annexure-XV Declaration on correctness** |  |
| **23** | **Annexure-XVI Acceptance of AMC** |  |
| **24** | **Annexure-XVII Performance Bank Guarantee** |  |
| **25** | **Annexure-XVIII Bidder particulars, financial & other details** |  |
| **26** | **Certificate from Competent Authority in case Bidder/OEM is from countries sharing land border with India.** |  |
| **27** | **Authorization Letter issued on Bidder’s Letterhead authorizing personnel to participate in this tender on Bidder’s behalf. Details to be provided are: (i) Authorized Personnel’s Name, (ii) Mobile Number, (iii) Email Address and (iv) Office Address on Bidder/Vendor’s Letterhead.** |  |
| **28** | **List of engineer’s details like Engineer’s Name, Mobile Number, Address of the Engineer in his / her assigned place i.e. Delhi / Gurgaon / Faridabad, should be attached with this Technical bid on Bidder/Vendor‘s Letterhead with declaration of sufficient qualified and experienced engineers at a minimum of two engineers at Delhi, Noida, Ghaziabad each are available.** |  |
| **29** | **Latest proof of PF contribution and ESIC subscription etc. remittance to concern statutory bodies for engineers of Vendor/Bidder on their payroll stationed at Delhi, Gurgaon, Faridabad** |  |
| **30** | **Registration proof of Bidder/Vendor for applicable tax registrations i.e. PAN, TAN, GST of NCT Delhi.** |  |
| **31** | Under taking for Price Variation and Supply of Spares. |  |
| **32** | Non-Disclosure Undertaking to maintain confidentiality on Company’s Letter Head. |  |

# ANNEXURE – I

# QUANTITY OF THE HARDWARE & PERIPHERALS FOR ANNUAL MAINTENANCE CONTRACT

# There are 39 Branches & 1 Regional Office with the following number of Computer Hardware Peripheral items (includes stand by).

|  |  |  |
| --- | --- | --- |
| **S. No.** | **Hardware / Peripherals Item** | **Quantity (Approximate)** |
| 1 | Gateway PC / Server | **39** |
| 2 | Desktop PCs (Client Machines) | **318** |
| 3 | Passbook Printer | **45** |
| 4 | 80 Column Dot Matrix Printer/FD Printer | **19** |
| 5 | 136 Column Dot Matrix Printer | **11** |
| 6 | LaserJet Printer /All-In-One | **66** |
| 7 | Flat Bed Scanner | **19** |
| 8 | Canon High Speed Scanner | **40** |
| 9 | TVS Cash Receipt Printer | **10** |
| 10 | laptop | **4** |

# DETAILS OF THE HARDWARE & PERIPHERALS FOR ANNUAL MAINTENANCE CONTRACT UNDER CENTRAL BANK OF INDIA, REGIONAL OFFICE, DELHI (CENTRAL)

# 1. GATEWAY PCs / SERVERS / DESKTOP PCs / LAPTOPS

|  |  |  |
| --- | --- | --- |
| **Sr. No.** | **Type / Model** | **Make & Operating System** |
| 1 | AMD Ryzen 3 4300G with Radeon Graphics (4 cores)  Intel(R) Core(TM) i3-8100 CPU @ 3.60GHz (4 cores)  12th Gen Intel(R) Core(TM) i5-12400 (6 cores)  12th Gen Intel(R) Core(TM) i3-12100 (4 cores)  Intel(R) Core(TM) i3-10100 CPU @ 3.60GHz (4 cores)  Intel(R) Core(TM) i3-9100 CPU @ 3.60GHz (4 cores)  AMD Ryzen 5 4600G with Radeon Graphics (6 cores)  AMD Ryzen 5 5600G & others | **HCL/ACER/LENOVO/IBM Think Centre/WIPRO** or similar of some other company.  O/S (Windows Server 2016/ Windows 10 or Windows 11) |
| 2 | Laptop | **HP**/ACER/IBM/WIPRO/DELL/SAMSUNG or similar of some other company.  O/S (Windows 10 or Windows 11) |

# 2. PRINTERS

|  |  |  |
| --- | --- | --- |
| **Sr. No.** | **Type** | **Make / Model** |
| 1 | Dot Matrix Printer 136 Col | **EPSON DLQ-3500/ TVS MSP430**/ TALLY 2250 / TVS Platina DP 5000 / LIPI - T2250 / LIPI T6050 / EPSON DLQ 3500 or similar of some other company. |
| 2 | Dot Matrix Printer 80 Col | **EPSON LQ-300+II/CANON LIDE 110** /TVSE MSP 355 / TVSE MSP 430/ LQ540DX or similar of some other company. |
| 3 | Passbook Printer | **EPSON PLQ20/EPSON PLQ35** /Modi Olivetti PR2/ Modi Olivetti PR2 PLUS / Modi Olivetti PR2e / LIPI PB2/ TVSE / or similar of some other company. |
| 4 | Laser / Inkjet / Deskjet | HP / Cannon/ Brother / EPSON/ Samsung / or similar of some other company. |

# 3. FLATBED/ADF HIGH SPEED COLOUR SCANNERS

|  |  |  |
| --- | --- | --- |
| Sr. No. | Model | Make |
| 1 | Scanner | **CANON DR-C230/** Canon Lide 100 / Canon Lide 110 / **Epson V39**/ HP or similar of some other company or model. |

# ANNEXURE – II

# LIST OF BRANCHES AND VARIOUS OFFICES UNDER CENTRAL BANK OF INDIA, REGIONAL OFFICE, DELHI (CENTRAL)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Sr. No. | BRANCH CODE | Branch / Office | Sr. No. | BRANCH CODE | Branch / Office |
| 1 | 313 | NAJAFGARH ROAD | 26 | 3630 | SOHNA ROAD GURGAON(HARYANA) |
| 2 | 317 | PATEL NAGAR NEW DELHI | 27 | 3643 | SECTOR 28 FARIDABAD |
| 3 | 320 | TILAK NAGAR | 28 | 3647 | MANESAR HARYANA |
| 4 | 402 | NIT FARIDABAD | 29 | 3651 | NAGLOI (DELHI) |
| 5 | 1026 | GURGAON | 30 | 3662 | SECTOR 18 GURUGRAM NOVOD |
| 6 | 1029 | MADIPUR NEW DELHI. | 31 | 3688 | VIKASPURI (DELHI) |
| 7 | 1153 | LAWRENCE ROAD NEW DELHI. | 32 | 3792 | MEHRAULI GURGAON ROAD |
| 8 | 1204 | MULLAHERA | 33 | 3801 | COMMONWEALTH GAME SECRETARIATE |
| 9 | 1405 | JANAKPURI NEW DELHI | 34 | 3942 | SHIVAJI COLLEGE NEW DELHI |
| 10 | 2120 | MITRAO DELHI | 35 | 4104 | BAWANA INDUSTRIAL AREA |
| 11 | 2223 | SECTOR-15 FARIDABAD | 36 | 4902 | BAKKARWALA |
| 12 | 3195 | NARELA DELHI | 37 | 5094 | PASCHIM VIHAR NEW DELHI |
| 13 | 3242 | EICHER CHOWK FARIDABAD | 38 | 5118 | PALAM VIHAR GURGAON |
| 14 | 3327 | BARWALA DELHI | 39 | 5191 | DLF PHASE 2 GURGAON |
| 15 | 3328 | KHERA KHURD( DELHI) |  |  |  |
| 16 | 3348 | D D A ROHINI DELHI. |  |  |  |
| 17 | 3490 | PITAMPURA DELHI |  |  |  |
| 18 | 3498 | DDA DWARKA MANGLAPURI DELHI |  |  |  |
| 19 | 3503 | SHALIMAR BAGH DELHI |  |  |  |
| 20 | 3504 | ROHINI DELHI |  |  |  |
| 21 | 3526 | UTTAM NAGAR |  |  |  |
| 22 | 3583 | DWARKA NEW DELHI |  |  |  |
| 23 | 3626 | PALWAL(HARYANA) |  |  |  |
| 24 | 3628 | KHERI ROAD FARIDABAD (HARYANA) |  |  |  |
| 25 | 3629 | BALLABHGARH (HARYANA) |  |  |  |

# ANNEXURE – III (ON COMPANY’S LETTER HEAD)

# FORMAT OF QUOTATION FOR ANNUAL MAINTENANCE CONTRACT (TOTAL COST OF OWNERSHIP) FOR BRANCHES AND VARIOUS OFFICES UNDER CENTRAL BANK OF INDIA, REGIONAL OFFICE, DELHI (CENTRAL)

# (All amounts in Indian Rs.)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Sr. No.** | **Description of Hardware / Peripherals** | **AMC Rate Per Unit (In Rs.)**  **(A)** | **Quantity**  **(B)** | **Total Cost (In Rs.)**  **(C=AxB)** | **Remarks**  **(If Any)** |
| 1 | Gateway PCs (With CPU, Monitor, Mouse, Keyboard, CD-ROM/CD & DVD Writer) with Operating Systems |  | **39** |  |  |
| 2 | Desktop PCs (With CPU, Monitor, Mouse, Keyboard, CD-ROM/CD & DVD Writer) with Operating Systems |  | **318** |  |  |
| 3 | 136 Column Dot Matrix Printer |  | **11** |  |  |
| 4 | 80 Column Dot Matrix Printer/FD Printer |  | **19** |  |  |
| 5 | Passbook Printer |  | **45** |  |  |
| 6 | Laser/Inkjet/All-In-One Printer |  | **66** |  |  |
| 7 | Flat Bed Scanner |  | **19** |  |  |
| 8 | Canon High Speed Scanner |  | **40** |  |  |
| 9 | TVS Cash Receipt Printer |  | **10** |  |  |
| 10 | laptop |  | **4** |  |  |
| **GRAND TOTAL** **FOR TOTAL COST OF OWNERSHIP (Rs.)** | | | |  |  |

# The Total AMC value (Total of Column C) for whole region arrived at as above after calculating the rate of AMC per hardware item multiplied by the quantity of hardware will be considered as the total AMC value quoted by the vendor for purpose of arriving at L1.

# The above quotation/prices should be inclusive of all Taxes except applicable Goods & Services Tax (GST). Quotation/prices should be valid for minimum period of 3 (three) years.

# \*Vendor will quote for AMC of Hardware, Peripherals considering the approximate Quantity / Description of Computer Hardware and List of Branches/Offices as provided in Annexure I & Annexure II respectively.

# AMC will be given for the actual quantity of Computer Hardware (excluding items under Guarantee/ Warrantee) available at various branches/offices at individual item wise in as it is status, rates quoted above. Vendor may visit for branches/offices for their confirmation of hardware/peripheral items later.

# Annexure - IV Conformity Letter

**Proforma of letter to be given by all the vendors participating in the tendering process, on their official letter-head**

**To,**

**Date:**

**Regional Head,**

**Central Bank of India,**

**Regional Office, Delhi (CENTRAL),**

**1398, First Floor, Chandni Chowk,**

**Near Sis Ganj Sahib Gurudwara,**

**Delhi-110006.**

### Sir,

**Sub: Tender No RO(CENTRAL)/RCC/OM/2025-26:21 Dated 18.09.2025 for comprehensive AMC and related services for Gateway PC / Server,Desktop PCs (Client Machines),Passbook Printer,80 Column Dot Matrix Printer/FD Printer,136 Column Dot Matrix Printer, LaserJet Printer /All-In-One, Flat Bed Scanner, Canon High Speed Scanner, TVS Cash Receipt Printer, laptop at various offices of Central Bank Of India situated in Delhi, Gurgaon & Faridabad Locations.**

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

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP document and the related addendums and other documents including the changes made to the original tender documents issued by the Bank. We certify to provide effective Complaint management and prompt maintenance of computer hardware & peripherals as and when reported by branches/Offices of Bank.

The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

**Yours faithfully,**

**Authorized Signatory Designation**

**Vendor’s corporate name**

# Annexure - V (Undertaking letter)

# Pro forma of letter to be given by all the vendors participating in the Tendering Process*,* on their official letter-head

**To,**

**Date:**

**Regional Head,**

**Central Bank of India,**

**Regional Office, Delhi (CENTRAL),**

**1398, First Floor, Chandni Chowk,**

**Near Sis Ganj Sahib Gurudwara,**

**Delhi-110006.**

**Sir,**

**Sub: Tender No RO(CENTRAL)/RCC/OM/2025-26:21 Dated 18.09.2025 for comprehensive AMC and related services for Gateway PC / Server,Desktop PCs (Client Machines),Passbook Printer,80 Column Dot Matrix Printer/FD Printer,136 Column Dot Matrix Printer, LaserJet Printer /All-In-One, Flat Bed Scanner, Canon High Speed Scanner, TVS Cash Receipt Printer, laptop at various offices of Central Bank Of India situated in Delhi, Gurgaon & Faridabad Locations.**

We (bidder name), hereby undertake that-

* We have not been blacklisted by the Government Authority or any Public Sector Undertaking (PSUs) in India or any Financial Institution in India as on date of submission of response.
* We have not filed for bankruptcy in any country including India.
* We also undertake that, as on date of submission of response no legal case is pending against firm that may affect the solvency / existence of our firm or in any other way that may affect capability to provide/continue the services to bank.
* We also confirm that we are not a NPA holder in any Bank/Financial Institution.
* We also confirm that we shall be responsible for compliance with all laws, rules, regulation, orders, notifications and directions applicable in respect of our personnel including, but not limited to, the **Contract Labour (Prohibition and Regulation) Act 1986**, the Employees Provident Fund Act 1952 and the Workmen Compensation Act 1923 and shall maintain proper records, including but not limited to, accounting records required under applicable laws or any code or practice or Corporate Policy.
* We hereby certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.
* We hereby undertake that all the components / parts / assembly / software will be used for maintenance of computer peripheral shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.
* We hereby agree to to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery installation, as and when demanded by Bank. We will be completely responsible to produce evidence / proof from our OEM supplier's at the time of delivery or within a reasonable time.
* In case of failure to do so as mentioned above, we agree to take back the supplied items without demur, if already supplied and return the money if any paid to us by you in this regard.

**Yours faithfully,**

**Authorized Signatory Designation**

**Bidder corporate name**

# Annexure - VI (Undertaking letter)

**Pro forma of letter to be given by all the vendors participating in the Tendering Process*,* on their official letter-head**

**To,**

**Date:**

**Regional Head,**

**Central Bank of India,**

**Regional Office, Delhi (CENTRAL),**

**1398, First Floor, Chandni Chowk,**

**Near Sis Ganj Sahib Gurudwara,**

**Delhi-110006.**

**Sir,**

**Sub: Tender No RO(CENTRAL)/RCC/OM/2025-26:21 Dated 18.09.2025 for comprehensive AMC and related services for Gateway PC / Server,Desktop PCs (Client Machines),Passbook Printer,80 Column Dot Matrix Printer/FD Printer,136 Column Dot Matrix Printer, LaserJet Printer /All-In-One, Flat Bed Scanner, Canon High Speed Scanner, TVS Cash Receipt Printer, laptop at various offices of Central Bank Of India situated in Delhi, Gurgaon & Faridabad Locations.**

Sir,

We have read the articles as mentioned below:-

1. GENERAL TERMS & CONDITIONS: Bidders are required to read the “Terms and Conditions” section including all other necessary conditions of this RFP document of the agency concerned given to them.
2. OTHER TERMS & CONDITIONS:
   * The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other Bidders. Bank is not bound to accept the L1 bid or any other bid and may reject all or any bid.
   * Bank may accept or delegate the whole work to one vendor or distribute the work to more than one vendor without assigning any intention or giving any clarification whatsoever.
   * The Bidder shall not divulge either his Bids or any other exclusive details of Central Bank of India to any other party.
   * Central Bank of India decision on award of Contract shall be final and binding on all the Bidders.
   * Central Bank of India may, at its discretion and without assigning any reason extend, reschedule or cancel any Auction. Any changes made by Central Bank of India after the first posting will have to be accepted if the Bidder continues to access the site after that time.
   * Central Bank of India and the agency shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
   * Central Bank of India 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.

The above terms and conditions are acceptable to us.

**Seal of the Bidder Signature of the Bidder**

**Name Designation**

## Annexure - VII (Letter Of Indemnity To Be Given In The Company Letter Head)

**Pro forma of letter to be given by all the vendors participating in the Tendering Process*,* on their official letter-head**

**To,**

**Date:**

**Regional Head,**

**Central Bank of India,**

**Regional Office, Delhi (CENTRAL),**

**1398, First Floor, Chandni Chowk,**

**Near Sis Ganj Sahib Gurudwara,**

**Delhi-110006.**

**Sir,**

**Sub: Tender No RO(CENTRAL)/RCC/OM/2025-26:21 Dated 18.09.2025\_ for comprehensive AMC and related services for Gateway PC / Server,Desktop PCs (Client Machines),Passbook Printer,80 Column Dot Matrix Printer/FD Printer,136 Column Dot Matrix Printer, LaserJet Printer /All-In-One, Flat Bed Scanner, Canon High Speed Scanner, TVS Cash Receipt Printer, laptop at various offices of Central Bank Of India situated in Delhi, Gurgaon & Faridabad Locations.**

We, (Company) hereby undertake to indemnify Central Bank of India and agree to protect and hold The Bank harmless against all claims, losses, costs, damages, expenses, fraud done by FE/RE during service, action suits and other proceedings resulting from infringement of any patent, trademark, copyrights etc.

The Bank undertakes to: (i) give prompt notice to the Bidder concerning the existence of the indemnifiable event; (ii) grant authority to the Bidder to defend or settle any related action or claim; and, (iii) provide, at the Bidder’s expense, such information, cooperation and assistance to the Bidder as may be reasonably necessary for the Bidder to defend or settle the claim or action. Bank’s failure to give prompt notice shall not constitute a waiver of The Bank’s right to indemnification and shall affect the Bidder’s indemnification obligations only to the extent that the Bidder’s rights are materially prejudiced by such failure or delay. Notwithstanding anything to the contrary set forth herein, (i) The Bank may participate, at its own expense, in any defense and settlement directly or through counsel of its choice, and (ii) the Bidder shall not enter into any settlement agreement on terms that would diminish the rights provided to The Bank or increase the obligations assumed by The Bank under this Agreement, without the prior written consent of The Bank. If the Bidder elects not to defend any claim, The Bank shall have the right to defend or settle the claim as it may deem appropriate, at the cost and expense of the Bidder, and shall be entitled to deduct from payments to the Bidder such costs and expenses as may be incurred by The Bank provided however should the amount payable to the Bidder be insufficient to recover the expenses incurred by The Bank, the Bidder shall promptly reimburse The Bank for all costs, expenses, settlement amounts and other damages.

In the event of any loss or damage on account of error in reconciliation, any reason whatsoever, Bidder shall liable to The Bank for each such event and in respect of each occasion at which such event occurs. If The Bank is in a position to recover a part of or the entire amount of loss suffered by The Bank from its insurance claims and provided that the Bidder has reimbursed The Bank of the entire loss, the amount recovered by The Bank from the insurer shall be refunded to the Bidder.

Bidder is also liable to bear any losses for failure on part of the bidder that bank or customer suffers owing to lapses in reconciliation or due to occurrence of any fraudulent transactions going unnoticed on account of reconciliation failure, security procedures or standards. The Bidder shall adequately compensate the bank for any loss occurred to the bank due to the any system/Procedure/Service lacuna of the outsourced agency or any fraud done by resident engineer during his/her service with the central bank.

**Yours faithfully,**

**(Authorized signatory and company stamp)**

**Full name and Designation of authorized signatory**

## Annexure - VIII (Bidder’s Information)

|  |  |  |
| --- | --- | --- |
| **Sr.** | **Particulars** | **Details** |
| 1. | Name of bidder |  |
| 2. | Constitution |  |
| 3. | Address of Registered Office |  |
| 4. | Authorized Person for bid |  |
| 5. | Contact Details |  |
| 6. | Years of Incorporation |  |
| 7. | Registration number and Date of Registration | 1. Under Companies Act 1956 / 2013 2. Under C.S.T 3. Under B.S.T 4. Under G.S.T 5. Other (Please specify) |
| 8. | Bidder’s PAN/TAN | a.) PAN \_ b.) TAN \_ |
| 9. | Nature of Business |  |
| 10. | Services that can be provided |  |
| 11. | Number of years of experience in IT hardware AMC |  |
| 12. | **AMC services average turnover of minimum ₹ 3 crore** ( In Rs) 2022-23, 2023-24, 2024-25  (submit audited B/S for last 3 years) |  |
| 13. | Profit ( In Rs) 2022-23, 2023-24, 2024-25 (submit audited P/L for last 3 years) |  |
| 14. | Number of service outlets across India, if any |  |
| 15. | Whether a fully functional Service / Support Office / Center is available at Delhi, Gurgaon & Faridabad (If Yes, Provide Address, Contact Details i.e. Telephone and Mobile No. along with Managerial Structure) |  |
| 16. | Whether all RFP terms & conditions complied with. |  |

### Signature:

### Name:-

### Designation: - (Seal of company)

**Date:**

## Annexure - IX (Performa for Performance Statement)

### (For a period of last 3 years)

### Name of Firm:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Order placed by  Full address of purchaser | Order No and date | Description and nature of AMC services offered | Present status (Validity of the contract) | Name & No of Contact person |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**Signature**

**Name**

**Designation (Company Seal)**

**Date**

## Annexure - X (Letter to be submitted by bidder along with bid documents)

**To,**

**Date:**

**Regional Head,**

**Central Bank of India,**

**Regional Office, Delhi (CENTRAL),**

**1398, First Floor, Chandni Chowk,**

**Near Sis Ganj Sahib Gurudwara,**

**Delhi-110006.**

**Sir,**

**Sub: Our bid against Tender No RO(CENTRAL)/RCC/OM/2025-26:21 Dated 18.09.2025 for comprehensive AMC and related services for Gateway PC / Server,Desktop PCs (Client Machines),Passbook Printer,80 Column Dot Matrix Printer/FD Printer,136 Column Dot Matrix Printer, LaserJet Printer /All-In-One, Flat Bed Scanner, Canon High Speed Scanner, TVS Cash Receipt Printer, laptop at various offices of Central Bank Of India situated in Delhi, Gurgaon & Faridabad Locations.**

We submit our Bid Document herewith. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

|  |  |  |
| --- | --- | --- |
| **Compliance** | **Compliance (Yes / No)** | **Remarks / Deviations** |
| **Terms and Conditions** – We certify that we have read all the terms & conditions including eligibility criteria, scope of work, clauses/ sub clauses, annexures, corrigendum(s), General terms & conditions, or any other information mentioned herein this RFP, which is relevant and necessary to understand as prospective bidder. We hereby declare and agree to accept with all the compliances mentioned as above. We also understand that deviation in any form will lead to outright rejection / disqualification from bidding process. |  |  |
| **Technical as per Annexures** – We certify that we have gone through all the technical requirement mentioned here in RFP and we submit that we provide all types technical facilities & services sought here in RFP document. |  |  |

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

Dated at / \_ day of 2025

Date

Name

Designation Signature with Seal

## 

## Annexure - XI (Undertaking Letter)

**To,**

**Date:**

**Regional Head,**

**Central Bank of India,**

**Regional Office, Delhi (CENTRAL),**

**1398, First Floor, Chandni Chowk,**

**Near Sis Ganj Sahib Gurudwara,**

**Delhi-110006.**

**Sir,**

**Sub: RFP for Tender No RO(CENTRAL)/RCC/OM/2025-26:21 Dated 18.09.2025 for comprehensive AMC and related services for Gateway PC / Server,Desktop PCs (Client Machines),Passbook Printer,80 Column Dot Matrix Printer/FD Printer,136 Column Dot Matrix Printer, LaserJet Printer /All-In-One, Flat Bed Scanner, Canon High Speed Scanner, TVS Cash Receipt Printer, laptop at various offices of Central Bank Of India situated in Delhi, Gurgaon & Faridabad Locations.**

1. We understand that Bank shall be placing Order to the Selected Bidder inclusive of applicable taxes, excluding GST.
2. We confirm that in case of invocation of any Bank Guarantees submitted to the Bank, we will pay applicable GST on Bank Guarantee amount.
3. We are agreeable to the payment schedule as per Payment Terms of the RFP.
4. We here by confirm to undertake the ownership of the subject RFP.

Date Signature with seal

Name

Designation

## 

## Annexure - XII (Non-Disclosure Agreement)

**This Agreement** made at , on this day of 2025.

### BETWEEN

a company incorporated under the Companies Act, 1956/2013 having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(here in after 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.**

The Bidder 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. persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party’s Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.

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

1. **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.
2. **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 rights to 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.

1. **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.
2. **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.
3. **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.
4. **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.
5. **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 arbitration as per the procedure laid down in RFP.
6. **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.
7. **Indemnity:** The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, fraud done by FE/RE during service, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party, its officers, employees, agents or consultants.

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

### For and on behalf of

Name of Authorized signatory:

Designation:

### For and on behalf of CENTRAL BANK OF INDIA

Name of Authorized signatory:

Designation:

## Annexure - XIII (Bid Security Format)

**To,**

**Date:**

**Regional Head,**

**Central Bank of India,**

**Regional Office, Delhi (CENTRAL),**

**1398, First Floor, Chandni Chowk,**

**Near Sis Ganj Sahib Gurudwara,**

**Delhi-110006.**

**Sir,**

In response to your invitation to respond to your RFP for comprehensive AMC and related services for Gateway PC / Server,Desktop PCs (Client Machines),Passbook Printer,80 Column Dot Matrix Printer/FD Printer,136 Column Dot Matrix Printer, LaserJet Printer /All-In-One, Flat Bed Scanner, Canon High Speed Scanner, TVS Cash Receipt Printer, laptop at various offices of Central Bank Of India situated in Delhi, Gurgaon & Faridabad Locations.

M/s having their registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (here in after called the “Bidder‟) wishes to respond to the said Request for Proposal (RFP) and submit the proposal Implementation of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as listed in the RFP document.

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

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

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

Notwithstanding anything contained herein:

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

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this

day of \_\_\_\_\_\_at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Yours faithfully,

For and on behalf of

Bank Authorised Official

## Annexure – XIV (Guidelines on banning of business dealing)

**Sr. Contents**

1. Introduction
2. Scope
3. Definitions
4. Initiation of banning / suspension
5. Suspension of business dealing
6. Ground on which banning of business dealings can be initiated
7. Banning of business dealings
8. Removal from list of approved agencies – service providers/suppliers/contractors
9. Show-cause notice
10. Appeal against the Decision of the competent authority
11. Review of the decision by the competent authority
12. Circulation of names of agencies with whom business dealings have been banned

### Introduction

* 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.
  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.

### Scope

* 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 service providers/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. 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.
  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.
  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.
  5. These guidelines apply to all the Units and subsidiaries of CENTRAL BANK OF INDIA.
  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. The banning shall be with prospective effect, i.e., future business dealings.

### Definitions

In these Guidelines, unless the context otherwise requires:

1. ‘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’.
2. ‘Inter-connected Agency’ shall mean two or more companies having any of the following features:
3. If one is a subsidiary of the other.
4. If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
5. If management is common;
6. If one owns or controls the other in any manner;
7. ‘Competent Authority’ and ‘Appellate Authority’ shall mean the following:
8. 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.
9. 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.
10. In case the foreign service provider / supplier is not satisfied by the decision of the First Appellate Authority, it may approach CENTRAL BANK OF INDIA Board as Second Appellate Authority.
11. For Zonal Offices/Regional Office only

Any officer not below the rank of Assistant 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.

1. 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”.

1. 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.
2. ‘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.
3. ‘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 will be initiated by the Office / 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.

### Suspension of Business Dealings

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

1. Suspension of the foreign suppliers shall apply throughout the Bank including Subsidiaries.
2. 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.
3. 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.
   1. 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.
   2. 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.

### Ground on which Banning of Business Dealings can be initiated

* 1. If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
  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;
  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;
  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;
  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. If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
  7. If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging /forging /tampering of documents;
  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;
  9. If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
  10. Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Bank (CENTRAL BANK OF INDIA) or not;
  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;
  12. Established litigant nature of the Agency to derive undue benefit;
  13. Continued poor performance of the Agency in several contracts;
  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).

### Banning of Business Dealings

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

1. 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.
2. To recommend for issue of show-cause notice to the Agency by the concerned department /Office.
3. To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
4. To submit final recommendation to the Competent Authority for banning or otherwise.
   1. 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.

* 1. 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 Convener 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).

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

* 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 – Service Providers / Suppliers / Contractors, etc.
  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.
  3. Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

### Show-cause Notice

* 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 defense.
  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.
  3. The Competent Authority may consider and pass an appropriate speaking order:

1. For exonerating the Agency if the charges are not established;
2. For removing the Agency from the list of approved Service Providers / Suppliers / Contactors, etc.
3. For banning the business dealing with the Agency.
   1. 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.

### Appeal against the Decision of the Competent Authority

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

### 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.

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

* 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.
  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.
  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.

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

# ANNEXURE - XV

**DECLARATION ON COMPANY LETTER-HEAD.**

**To,**

**Regional Head,**

**Central Bank of India,**

**Regional Office, Delhi (CENTRAL),**

**1398, First Floor, Chandni Chowk,**

**Near Sis Ganj Sahib Gurudwara,**

**Delhi-110006.**

**Dear Sir/Madam,**

# Reg : Undertaking of correctness of information & Documents submitted.

**Ref: Tender No RO(CENTRAL)/RCC/OM/2025-26:21 Dated 18.09.2025 for comprehensive AMC and related services for Gateway PC / Server,Desktop PCs (Client Machines),Passbook Printer,80 Column Dot Matrix Printer/FD Printer,136 Column Dot Matrix Printer, LaserJet Printer /All-In-One, Flat Bed Scanner, Canon High Speed Scanner, TVS Cash Receipt Printer, laptop at various offices of Central Bank Of India situated in Delhi, Gurgaon & Faridabad Locations.**

We certify that the all information provided by us is true to the best of our knowledge. We also understand that if any information provided is found to be false at any time and documents submitted by us are not sufficient / appropriate as per terms and conditions mentioned in this TENDER our application is liable to be rejected and we will be abide by the decision taken by the bank & bank’s decision shall be final.

Signature of Authorized Signatory

Name & Designation:

Date:

Place:

Seal of the Bidder/Vendor

# ANNEXURE – XVI

# QUANTITY OF THE HARDWARE & PERIPHERALS FOR ANNUAL MAINTENANCE CONTRACT

# There are 39 Branches & 1 Regional Office with the following number of Computer Hardware Peripheral items (includes stand by).

|  |  |  |
| --- | --- | --- |
| **S. No.** | **Hardware / Peripherals Item** | **Quantity (Approximate)** |
| 1 | Gateway PC / Server | **39** |
| 2 | Desktop PCs (Client Machines) | **318** |
| 3 | Passbook Printer | **45** |
| 4 | 80 Column Dot Matrix Printer/FD Printer | **19** |
| 5 | 136 Column Dot Matrix Printer | **11** |
| 6 | LaserJet Printer /All-In-One | **66** |
| 7 | Flat Bed Scanner | **19** |
| 8 | Canon High Speed Scanner | **40** |
| 9 | TVS Cash Receipt Printer | **10** |
| 10 | laptop | **4** |

We understand that the quantity and number of resources mentioned above may vary and accurate quantity/number will be provided in the Purchase Order only.

We undertake to provide committed & efficient maintenance services for the period of contract and also ensure availability of spares for a minimum period of (three) 3 years.

We have gone through the terms and conditions mentioned in the offer document dated and undertake to unconditionally comply with the same.

Date: (Seal & Sign of the Authorized Signatory of the Firm)

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# Annexure - XVII

**PERFORMANCE BANK GUARANTEE**

**TO,**

**Central Bank of India,**

**Regional Office, Delhi (CENTRAL),**

**1398, First Floor, Chandni Chowk,**

**Near Sis Ganj Sahib Gurudwara,**

**Delhi- 110006.**

**In consideration of M/s Central Bank of India having Registered Office at Chandermukhi Building, Nariman Point, Mumbai 400 021 (hereinafter referred to as “Purchaser”) having agreed to extend AMC services (hereinafter referred to as “Services”) from M/s (hereinafter referred to as “Contractor”) on the terms and conditions contained in their agreement/purchase order No dt.- ----------- (hereinafter referred to as the “Contract”) subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of AMC, as per the terms and conditions of the said contract, to be supplied by the contractor and also guaranteeing the maintenance, by the contractor, of the computer hardware and systems as per the terms and conditions of the said contract;**

1. **We, --------------------------- (Bank) (hereinafter called “the Bank”), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time upto any money or moneys not exceeding a total sum of Rs---------(Rupees only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of failure of computer hardware and peripherals to perform as per the said contract, and also failure of the contractor to maintain the computer hardware and systems as per the terms and conditions of the said contract.**
2. **Notwithstanding anything to the contrary, the decision of the purchaser as to whether computer hardware has failed to perform as per the said contract, and also as to whether the contractor has failed to maintain the computer hardware and systems as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.**
3. **This Guarantee shall expire on ; without prejudice to the purchaser’s claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e (this date should be date of expiry of Guarantee).**
4. **The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.**
5. **In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.**
6. **The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting in any manner the Bank’s obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.**
7. **The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.**
8. **This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un-cancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.**
9. **Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax or registered post to our local address as mentioned in this guarantee.**
10. **Notwithstanding anything contained herein:-**

|  |  |
| --- | --- |
| **i)** | **Our liability under this Bank Guarantee shall not exceed Rs---------------(Rupees only);** |
| **ii)** | **This Bank Guarantee shall be valid up to ; and** |
| **iii)** | **We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or mail or demand on or before -----------------(date of expiry of Guarantee).** |

1. **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 ------------------ 2025 at -----------------------**

**For and on behalf of Bank.**

**sd/- -----------------------------------------**

**(M) GENERAL TERMS AND CONDITIONS:**

1. Bank reserves the right to issue addendum(s) or amendment(s) to any condition / specification / schedule to all bidders before the date of submission. Quotations submitted by the bidder shall be deemed to cover the effect of such addendum(s) / amendment(s) issued and such addendum (s) / amendments (s) duly signed by the bidder shall be submitted along with the Quotations.

2. **BID CURRENCIES:** The offer must be made in Indian Rupees only and should include all the charges, excluding service/GST/any other mandatory nature of tax.

3. For the purpose of the present job, a single stage bidding process will be followed. Bidder will have to submit the Bid in sealed envelopes, duly superscripting **"Quotation for 3rd party AMC rates for Hardware & Peripherals for Delhi (Central) Region".** The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the bidder to the contract.

4. **No Commitment to Accept Lowest or Any Other Offer:** The Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of contract. The Bank will not be obliged to meet and have discussions with any vendor and/or to listen to any representations.

5. The quantities of various items mentioned in **Annexure - I** are indicative and there could be variations with the actual numbers.

6. All maintenance/repairs/complaints lodge by the any official of Central Bank of India shall be attended by the vendor or authorized personnel of the vendor.

7. Non-transferable Offer: This Offer document is not transferable. Only the party, who has purchased this offer document, is entitled to quote.

8. Validity of Offer:Bids shall remain valid for **90 days** after the date of bid submission prescribed by the Purchaser. A bid valid for shorter period shall be rejected by purchaser as non-responsive. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and response thereto shall be made in writing or by fax. The Bidder may refuse the request. A bidder granting the request will not be required nor permitted to modify its bid.

9. **AMENDMENT OF BIDDING DOCUMENTS:** At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding documents by amendments. Amendment will be notified in writing or by fax or on bank's website to all prospective Bidders, who have received the Bidding documents and will be binding on them. In order to provide prospective Bidders, reasonable time to take the amendment into account in preparing their bid, the Purchaser may, at its discretion, extend the dead line for submission of bids. No offer can be modified by the vendor, subsequent to the closing date and time for submission of offers.

**10. Opening of Offers:** Offers received within the prescribed closing date and time, will be opened by Bank's Committee appointed for the same. Bids will be opened in presence of the bidders' representatives who choose to attend, if no one attend on behalf of vendor/vendors, bank is empowered to open the bids on schedule date without waiting the representative on behalf of vendor/vendors.

11. **Preliminary Scrutiny: The Bank will scrutinize the offers to determine whether** they are complete, or any errors have been made, or the documents have been properly signed or items are quoted as specified. The Bank may, at its discretion, waive any minor nonconformity or any minor irregularity in an offer. This shall be binding on all vendors and the Bank reserves the right for such waivers.

12. **Clarification of Offers:** To assist in the scrutiny, evaluation and comparison of offers. The Bank may, at its discretion, ask some or all vendors for clarification of their offer the request for such clarifications and the response will necessarily be in writing. The Bank has the right to disqualify the vendor whose-clarification is found not suitable to the Bank.

**13. Make and Models of the equipment:** The details of the equipment are mentioned in the   
**Annexures I.** It is mandatory to quote for all items. The brief details given about the   
configuration are indicative. A vendor must quote **unit rate** for each item.

14. **Erasures or Alterations:** The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. The Bank may treat offers not adhering to these guidelines as unacceptable.

15. **No** **Negotiation:** It is absolutely essential for the vendors to quote the best price at the time of making the offer in their own interest, as the Bank will not enter into any price negotiation, except with the lowest quoting vendor, whose offer is found to be otherwise in order.

16. **Right to Alter Quantities:** The Bank reserves the right to alter the hardware quantities specified in the offer. The Bank also reserves the right to add or delete one or more items, from the list of items specified in offer. Bank also reserves right to add or delete name of any branch/Offices.

**17. Price Variations and Supply of Spares: The price quoted by the vendor should be valid for a minimum period of three** years. **The vendor must give an undertaking along with the quotes** that vendor will provide service commitment along with availability of spares for a minimum period of three years.

18. In case of scheduled equipment **being shifted to any other locations, maintenance shall** continue to be applicable.

19. In case of any upgrade of the system during the proposed maintenance period the maintenance shall also cover the upgraded system for the said contract period.

20. If the service provided by the Bidder/Vendor is found to be unsatisfactory or if at any time it is found that the information provided for empanelment is false the Bank reserves the right to remove such Bidders/Vendors by giving notice from the empanelled list.

21. The Bank reserves the right to inspect the facilities of the Bidder/Vendor until the contract is in force to verify the genuineness and to ensure conformity with the details given in the bid. If any information is found to be incorrect / false / untraceable the contract may be terminated and the bidder will be blacklisted. Any changes to the information (eg. Change of office place to some other location within Delhi NCR Limits Or Change in Engineer’s Name, Engineer’s Mobile Number Or Engineer’s Address has to be informed to Regional Computer Centre Delhi (Central) in writing within 24 hours of any such change.)

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

23. **Bank may replace the scheduled equipment under maintenance and also may purchase new components. The payment for the remaining system will be made on pro rata basis.**

24. In case within the contract period, for any reasons, the systems under maintenance are disposed off by the Bank, the contract amount for that particular system shall be paid on a pro rata basis.

25. The vendor shall be liable for any loss or damage to the scheduled equipment caused due to negligence of the vendor during the contract period or during the transit period , if parts/equipment taken for repair.

26. The vendor shall be required to sign an **Agreement as per Banks Standard Format incorporating various terms & conditions**. **The vendor has to prepare inventory of hardware at each branch and paste vendor sticker on each and every AMC items, for calculation of payment charges**, and has to submit the said inventory details to **Central Bank of India, Regional Computer Centre, Delhi (Central)** and AMC payment will be paid after every quarter from **Central Bank of India,** **Regional Office Delhi (Central)** for all the branches under AMC for the period **01/10/2025 to 31/09/2026** (period may be extended subject to mutual agreement on same T&C for another 1 year) and may be extended for further 1 year depending on satisfactory service in case of need of the bank for one or more reasons.

27. Resolution of Disputes: Central Bank Of India and the Bidder/Vendor shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, Central Bank Of India and the Bidders/Vendors are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration and place of arbitration shall be Delhi. If matter is not resolved through arbitration the party shall submit all their disputes arising out of or in connection with this TENDER to the exclusive jurisdiction of courts of Delhi only. **The** jurisdiction for the purpose of settlement of any dispute or differences whatsoever in respect of or relating **to or** arising out of or in any way touching this contract or the terms **and conditions thereof or the contraction / interpretation thereof shall be that of the appropriate Court in Delhi only.** The jurisdiction of any other Court other than Delhi is specifically excluded.