



**RFP FOR PROCUREMENT
of 8400 (Eight Thousand Four hundred) Desktop PC
With 3 Years onsite warranty**

**Central Bank of India
Department of Information Technology
Plat no.26, Sector-11
Opp CBD Belapur Railway Station
CBD Belapur
Navi Mumbai - 400 614**

Bid Number: GEM/2025/B/6762477

Date: 07/10/2025

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2. 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" and having 90 Regional Offices (RO), 13 Zonal Offices (ZO) and 4700 plus branches spread across India, intends to procure 8400 Desktop PCs proposed to be deployed at Branches/ Regional Offices/ Zonal Offices and Central Office of the Bank.

Bank invites tender offers through Government e Marketplace (GeM) (Technical offer and Commercial offer) from eligible manufacturers and/or their authorized dealers for Supply, Installation, Support and Maintenance of Desktop Computers (PCs) as per the specifications mentioned in **Annexure-1A**.

Tender Process are given below:

[A] Important Dates:

#	Particulars	Timeline
1	RFP Issuance Date	06/10/2025
2	RFP Coordinator Name, Contact details (Bank)	1. Mr. D K Sharma, Chief Manager IT Mr Md Shahid Khan, Sr Manager IT 2. Contact No. - 022-6712 3669 3. Email: cmitpurchase@centralbank.bank.in smitpurchase@centralbank.bank.in Postal Address: Chief Manager (IT) - Purchase, Department of Information Technology Plat no.26, Sector-11 Opp CBD Belapur Railway Station CBD Belapur Navi Mumbai - 400 614
3	Pre-Bid Meeting Details	Pre bid meeting will be held online through Bank's Online Meeting Platform on 14/10/2025 at 15:00 PM. Bidder to submit a maximum of 2 (Two) participant's names, contact numbers, designations and e-mail IDs on agmitfi_admin@centralbank.bank.in, cmitpurchase@centralbank.bank.in, smitpurchase@centralbank.bank.in, till 13/10/2025 along with pre-bid queries. Meeting invite link will be sent by the Bank to prospective

		bidder's those who have submitted queries on the Bank's format and provided email IDs to join the Online Meeting as per the schedule mentioned above.
4	Last Date of Submission of RFP Response (Closing Date)	06/11/2025 15:00 PM
5	Eligibility and Technical Bid Opening Date	06/11/2025 15:30 PM
6	Commercial Bid	The commercial bids of only those Bidders who qualify in eligibility evaluation will be opened on GeM portal.
7	Application Money	Not Applicable
8	Bid Security (EMD)	Rs.1,00,00,000/- (One Crore only)
9	Mode of bid submission	Government e Marketplace (GeM)
10	Response Types	1. Technical Bid + Bid Security+ Integrity Pact 2. Commercial Bid
11	Address for Communication	General Manager-IT Central Bank of India Department of IT (DIT), 4th Floor, Plot no-26, Sector-11, CBD Belapur, Navi Mumbai-400614 Mail address: agmitfi_admin@centralbank.bank.in, cmitpurchase@centralbank.bank.in, smitpurchase@centralbank.bank.in
12	Support details of Online Portal facilitator	helpdesk-gem@gov.in 1800-419-3436; 1800-102-3436

Note - The pre bid meeting will be held offline / online, as per the stipulated date and time. Pre-Bid queries should be submitted in the following format through E-Mail only.

Sno	RFP Page No.	RFP Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks

- For any clarification with respect to this RFP, the bidder may send their queries/suggestions, valuable inputs 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 ID within stipulated time, as mentioned.
- In accordance with Government of India guidelines, Micro and Small Enterprises are eligible to get tender document free of cost and also exempted from payment of Earnest Money Deposit (EMD) upon submission of valid MSME certificate copy.

- c) Start-ups (which are not MSEs) are exempted only from Earnest Money Deposit (EMD).
- d) Earnest Money Deposit mentioned above must accompany all tender offers (Technical Bid) as specified in this tender document.
- e) Tender offers will normally be opened half an hour after the closing time. Any tender received without Earnest Money Deposit (EMD) will be disqualified.
- f) Technical Specifications, Terms and Conditions, Various Formats and Performa for submitting the tender offer are described in the tender document and its Annexures.

Deputy General Manager-IT
Central Bank of India, DIT,
CBD Belapur, Navi Mumbai-400614

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.

3. Eligibility Criteria

The Bidder must fulfill following eligibility criteria:

Sr.	Eligibility of the bidder	Documents to be submitted
1	As per preference to Make in India: - Only class-I and class-II local suppliers are eligible to bid.	Required certificates as per eligibility along with Certificate for local content should be submitted.
2	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.
3.	Bidder should be a Registered company under Indian Companies Act. 1956/2013 or LLP/ Partnership/ Proprietorship firm and should have been in existence for a minimum period of 5 years in India , on the date of submission of bid. Bidder should be registered under G.S.T and/or tax registration in state where bidder has a registered office.	Copy of the Certificate of Incorporation issued by Registrar of Companies for company and copy of registration certificate in case of LLP/Partnership/ Proprietorship Firm and full address of the registered office of the bidder.
4.	The OEM must have average turnover of minimum ₹200.00 Crore in IT Hardware business in the last three financial years (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 and Certificate of the Chartered Accountant for preceding three financial years
5.	The bidder must have average turnover of minimum ₹200.00 Crore in IT Hardware business in the last three financial years (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 and Certificate of the Chartered Accountant for preceding three financial years
6	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)	Copy of audited balance sheet/PL and Certificate of the Chartered Accountant.
7.	The bidder should have a positive net worth in the last three financial i.e. (2022-23, 2023-24 and 2024-25)	Certificate of the Chartered Accountant
8	The OEM should have a Pan-India service Network. The Bidder/OEM must have at least two (02) Direct/Indirect support offices/service support centers in each State of India except Sikkim & 7 NE States, where out of these 8 states, at least 4 states should	Submit the self-declaration & proof thereof (Copy of Agreement/sale deed) on Company's letter head with address locations and contact

	have at least one support center.	number as per Banks format Annexure 3 J
9.	The OEM shall have a demonstrated track record of supplying desktops at a large scale, having supplied at least 10,000 desktops every year in India during the last three (3) financial years i.e. (2022-23, 2023-24 and 2024-25), with at least one single order of 3,000 units or above. OEM has made at least one supply per Financial Year to PSU Bank/Pvt Bank.	Documentary proof to be submitted. Only CRAC/Proof of installation will be accepted as proof of supply.
10.	The Bidder must have successfully executed: At least one (01) project of 3,000 desktops or more each, in the last three (3) years OR, The Bidder must have executed at least one single PSU/Government/large corporate order worth ₹20 crore or above in last 3 years.	Documentary evidence in the form of Purchase Orders/ CRAC/ Installation Report should be submitted. Buyer's Satisfactory letter/ Completion Certificate required.
11.	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 as per Bank's format Annexure 3F
12.	At the time of bidding, the Bidder/OEM should not have been blacklisted/ debarred by any Govt. / IBA/RBI/PSU /PSE/ or Banks, Financial institutes for any reason or non-implementation/ delivery of the order. Self-declaration to that effect should be submitted along with the technical bid	Submit the self-declaration on Company's letter head as per Bank's format Annexure 3B
13.	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 as per Bank's format Annexure 3H
14	Bidder/OEM should not have NPA with any Bank in India/financial institutions. Any case pending or otherwise, with any organization, 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 as per Bank's format Annexure 3G
15	<ul style="list-style-type: none"> • Bidder must possess valid ISO 9001 certification • OEM must possess ISO 9001, ISO 14001 and ISO 27001 certifications for the manufacturing facility where the desktops are produced. 	Necessary Proof should be submitted.
16	Valid Bid Specific MAF (Manufacturing Authorization Form)	Submit the Bid specific MAF issued by OEM as per Bank's

		format Annexure 3E
17	Bidders should not have been suspended by GeM for whatsoever reasons in the last six months.	Submit self declaration on Company's letter head as per Bank's format Annexure 3I

4. Bid Security (EMD)

Prospective bidders are required to submit the Demand Draft drawn in favor of “Central Bank of India” payable at Mumbai, towards bid security of ₹ 1,00,00,000/- (Rupees One Crore only). The Bank may accept bank guarantee in lieu of Bid Security for an equivalent amount valid for 180 days from the last date of bid submission and issued by any scheduled commercial bank in India other than Central Bank of India. The Bank will not pay any interest on the Bid security. Alternatively, bidders can pay the Bid Security amount through NEFT/RTGS in the Account no.- 3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration **GeM Bid No – GEM/2025/B/6762477**

The Bid Security shall be liable to be forfeited:

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

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

The Bid Security will be refunded to:

The Successful Bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee (PBG) as security deposit for 5% of the total project cost valid for 39 months, as detailed in Para 5 (Performance Bank Guarantee), within 21 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 upon the completion of bidding process i.e. declaration of successful bidder.

Exemption for EMD amount

Exemption from submission of EMD shall be given to bidders, who are Micro and Small Enterprises (MSE) / Startups. The bidders who are MSE have to submit necessary document issued by NSIC / Udyam Registration Certificate and the bidders who are

Startups have to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD, firms should necessarily enclose a valid copy of registration certificate issued by NSIC / Udyam Registration Certificate / DIPP which are valid on last date of submission of the tender documents along with "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the period of 6 months. MSE / Startup firms which are in the process of obtaining NSIC certificate / Udyam Registration Certificate / DIPP will not be considered for EMD exemption.

Since RFP is being floated on GeM Portal, Bid Security related exemptions as specified in clause 4, Section xiii, Sub-section 'm' of GeM GTC are applicable as the case may be.

5. Performance Bank Guarantee

The successful bidder shall also submit a Service Level Agreement (SLA), Non-Disclosure Agreement (NDA), and a Performance Bank Guarantee (PBG) equivalent to 5% of the PO value, valid for a period of three (03) years plus a claim period of three (03) months (i.e., total 39 months), at DIT in accordance with the Terms & Conditions of the Purchase Order.

- i. As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG), in the format given by the Bank in **Annexure-6**, for **5% of the total project cost valid for 39 months** (3 years for total project period plus 3 months for claim period), validity of PBG starting from its date of issuance. The PBG shall be submitted within 21 days of the PO acceptance by the Bidder.
- ii. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favor with authorization to sign the documents.
- iii. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.
- iv. In the event of the Successful Bidder being unable to service the contract for whatever reason, Bank may provide a cure period of 30 days and thereafter invoke the PBG, if the bidder is unable to service the contract for whatever reason.
- v. In the event of delays by Successful Bidder in any of supply, installation, support, service beyond the schedules given in the RFP, the Bank may provide a cure period of 30 days and thereafter invoke the PBG, if required.
- vi. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract. Bank shall notify the Successful Bidder in writing of the exercise of its right to receive such compensation within 14 days from the date of notifying the bidder, indicating the contractual obligation(s) for which the Successful Bidder is in default.

- vii. The Bank shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him by the bank due to inadvertence, error, collusion, misconception or misstatement.
- viii. The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG

6. Scope of Work

The successful Bidder (Vendor) will have to deliver the hardware with the following scope:

Sr	Scope of Work
1	The Scope of the work is for Supply, Installation, Support and Maintenance of Desktop PCs during warranty period as per specification mentioned in RFP documents.
2	The Bidder should maintain the system i.e., Hardware and its Peripherals supplied to our branches/offices during warranty period. During the warranty period, the Vendor is bound to do all hardware spares replacement without any extra cost to Bank covering all parts and labor from the date of installation and acceptance by Central Bank of India for the PCs supplied at the respective locations i.e. onsite comprehensive warranty.
3	The Bidder shall deliver hardware and peripherals with all subsystems, operating systems, system software, software drivers and manuals etc. at the respective locations as per the Delivery Schedule on receipt of the Purchase Order from the Bank.
4	The Bidder shall perform Installation /Configuration of all tools/drivers/Application in the PCs at the respective locations.
5	The Bidder has to follow the guidelines of the Bank such as providing "HOST NAME", "Updating Antivirus definition", Joining with Bank's Domain policy etc., as per the Bank's policy during the installation process.
6	The Bidder shall provide service/support from 10 am to 6 pm on all Bank's working days for Branches / Offices with maximum resolution/response time specified in the Bid document.
7	The Bidderr will make necessary configuration required for working of Bancs@24 Application and Biometric device installation and ensure functioning of CBS application
8	Installation/reinstallation of Operating System after formatting of the Desktop PCs due to any reason whatsoever during warranty shall be done by the Vendor without any extra cost to the Bank. Before formatting, backup of data and restoration of data after OS installation is Vendor's responsibility. After Installation/ or reinstallation Vendor has to complete the activity and /or install the required software.
9	Replacement of existing PCs should be done with minimum disturbance to the Branches/Offices so as to ensure smooth functioning of the Branch/Office during the replacement process.
10	The Bidder shall provide report for all the calls i.e. lodged, pending, attended and resolved on monthly basis to Bank. As per the report generated from the system, bank will levy the penalty mentioned in the Bid document.

Additional Scope of Work

- i Vendor should be capable of providing Desktop as per Technical specification mentioned in the RFP.
- ii Supply, commission, install, test, configure the Hardware / Software, which are approved by the bank, at various locations identified by the bank. The vendor will also coordinate with Networking and application vendors and provide the necessary assistance for successful installation, integration and functioning of application.
- iii Compatibility issues of Desktops with existing peripherals, OS, respective drivers, firmware etc if required, are to be resolved by the vendor.
- iv If the Operating System or additional copies of Operating System are required to be installed / reinstalled / de-installed in the Hardware supplied by the vendor, the same should be done in coordination with Bank's identified team.
- v Bank's identified team will provide configuration details & other inputs to the vendor for configuring and successfully bringing the Computer Hardware in Bank's domain by the vendor.
- vi All the parts of items supplied would be covered under comprehensive onsite 3 years warranty. If there is any gap between Bank's requirement and OEM warranty then it will be the responsibility of vendor to fill up the gap.
- vii Vendor should undertake to provide maintenance support for equipment and arrange for spare parts for a minimum period of 3 years for Hardware from the date of its supply.
- viii Warranty should cover maintenance patches / bug fixes (available from the original software vendor) for system software & firmware patches / bug fixes, if any as per requirement of the Bank/other authorities.
- ix Vendor should specify various infrastructure requirements which need to be provided for commissioning and smooth functioning of the equipment. This will include site requirements, power, cables, connectors, network cards / ports, UPS, environmental conditions, illumination etc.
- x The system must be capable of upgradation at a later stage as and when required by the Bank.
- xi The vendor shall coordinate with the existing hardware/software vendors to ensure seamless integration with the current systems, enabling smooth functioning of branch operations.
- xii The vendor must ensure that the installation and configuration of the supplied hardware/software are carried out in accordance with the Bank's technical specifications and documentation.
- xiii If any services, functions or responsibilities not specifically described in this scope but are an inherent, necessary or customary part of the services and are required for proper performance or provision of the services in accordance with the scope, they shall be deemed to be included within the scope of the services, as if such services, functions or responsibilities were specifically required and described in this scope and shall be provided by the vendor at no additional cost to the Bank.
- xiv The vendor's scope includes installation / reinstallation / uninstallation of the Operating

System in the computer hardware supplied by the vendor.

- xv The Vendor shall ensure that no other equipment / structure / setup get damaged due to their activities. Any damages caused to Bank property due to Vendor's negligence shall be passed on the Vendor's account
- xvi Bank desires to procure Computer Desktops for the branches / administrative offices across the country, hence the selected vendor should work seamlessly throughout the country.
- xvii Vendor needs to submit the data of all the inventories delivered in a specific excel file format that will include IP address, Mac Address, PO number, Location, Status of hardware i.e. installed or Site not Ready with the username. The Format of IR Report and excel file will be provided along with PO issuance.

7. Technical Offer

- i. The Technical Offer (TO) should be complete in all respects and contains all information asked for in this document.
- ii. It should **NOT** contain any price information. But a copy of the commercial bid without mentioning the price should be attached with TO. However, any mention of price in TO will result in cancellation/rejection of the bid.
- iii. The Technical Offer (TO) must be submitted in an organized and structured manner. All the product brochures/leaflets/manuals etc. should be submitted along with the TO. The technical offer should be in compliance with Technical configuration / specifications as per **Annexure-1A**.
- iv. The Technical Offer (TO) must contain the proof of submission of bid security. Without EMD bidder will be disqualified, and bid submitted by them will not be considered for further stages of bid process.
- v. The Bank, if required, may call for additional documents during the evaluation process and the bidder will be bound to provide the same.

8. Commercial Offer & Reverse Auction

Commercial Bid of only technically qualified Bidders shall be opened on the basis of technical proposal. Technically qualified Bidders will participate in Reverse Auction process to be conducted by GeM portal. Bank / GeM portal will notify the date and time for participating in the online reverse auction process to the technically qualified Bidders.

Reverse Auction would be conducted as per GeM rules.

In case one bidder is left commercially eligible, in such situation, Bank reserves the right to award contract to the L1 Bidder.

- a) 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-4.Comercial information should be given on GeM portal only.**

- b) The commercial offer should be in compliance with Technical configuration / specifications as per **Annexure-1A**.
- c) The price to be quoted for all individual items and it should be unit price in Indian rupees only.
- d) In case there is a variation between numbers and words, the value mentioned in words would be considered. The Bidder is expected to quote unit price in Indian Rupees (without decimal places) for all components (hardware, software etc.) and services on a fixed price basis, as per the commercial Bid inclusive of all costs. 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. 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, NMMC cess, LBT, Octroi, insurance etc. in connection with the delivery of products at site advised by the Bank including incidental services and commissioning. Payment of Octroi, entry-tax, etc., alone, if applicable, will be made at actuals, on production of suitable evidence of payment by the Bidder
- e) The prices should include comprehensive on-site warranty for **three years**, maintenance of hardware items covering all components, services, visits to the concerned offices and insurance of hardware items up to installation during warranty period of three years.
- f) The Bank will consider the Total Cost of Ownership (TCO) for a period of three years (3 years warranty)

9. Contract Split

The contract for supply of 8400 desktops shall be awarded to two successful bidders in the ratio of 60:40 on the basis of following methodology.

1. Split of Contract

- a. The total requirement of 8400 desktops shall be split between two bidders in the ratio 60:40, subject to the following conditions.
- b. L1 (Lowest Price Bidder) shall be awarded 60% of the quantity.
- c. The remaining 40% shall be awarded to another bidder (L2) who agrees to supply at L1 price, as per the sequential preference explained below.

2. Methodology for Determining L2

A. Preference to Other OEM:

- a. The Bank will first invite bidder (in order of ranking L2,L3,L4.....) offering desktops from an OEM different from L1's OEM to match the L1 price.
- b. If such a bidder accepts, they shall be awarded the remaining 40%.

B. If No Other OEM Matches:

- The Bank will then invite bidders offering desktops of the same OEM as L1 (in order of ranking: L2, L3, L4, etc.) to match the L1 price.
- If such a bidder accepts, they shall be awarded the remaining 40%.

C. If No Bidder Matches:

- If no bidder agrees to match the L1 price, the entire quantity (100%) will be awarded to L1.

3. Delivery, Performance Security & Warranty

- Both bidders (L1 and L2) shall supply, install, and commission their respective shares concurrently within the tender delivery schedule.
- Each bidder shall submit Performance Bank Guarantee proportionate to their awarded contract value.
- Warranty and post-sales support terms shall be identical and OEM-backed for the respective shares.
- Penalties for delay shall apply proportionately.

4. Illustrations for Clarity (Assumption price after RA – Three Different OEMs Available)

- L1 (OEM A) = ₹30,000 per unit.
- L2 (OEM A) = ₹30,800 per unit.
- L3 (OEM B) = ₹31,500 per unit.
- L4 (OEM C) = ₹32,000 per unit.
- L5 (OEM B) = ₹32,800 per unit.

Step	Scenario	Process to determine L2	Allocation (out of 8400)
1	L1 (OEM A) is lowest	L3 (OEM B) will be given option to match L1 price	L1: 5040 (60%) L3: 3360 (40%)
2	L1 (OEM A) is lowest	L3 (OEM B) not matches L1 price L4 (OEM C) will be given option to match the L1 price	L1: 5040 (60%) L4: 3360 (40%)
3	No bidder of other OEM matches the L1 price	Next bidder with same OEM (A) will be given option to match L1 price	L1: 5040 (60%) L2 (same OEM): 3360 (40%)
4	No other bidder agrees to match	No L2 selected	L1 gets 8400 (100%)
5	Sequential Preference	First priority to other OEM (B, C, ...). If none, then same OEM	Allocation depends on who matches L1 price

10. Evaluation and acceptance

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

- ii. Bank will award the contract to the successful Bidder whose bid has been determined as the **Lowest Commercial bid (L1) through the Reverse Auction process conducted on GeM portal. Contract Split clause shall be applicable as mentioned above.**
- iii. Bank reserves the right to place repeat order on the same terms & conditions and prices for additional upto 25% quantity within bid validity period/within one year (whichever is later) **and the successful bidder(s) will be bound to fulfill such order also if placed.** It will also be split in same proportion between the bidders who has been awarded the contract. The repeat order shall be in same proportion of principal order.
- iv. **Bank reserves the right to reject a bid offer under any of the following circumstances:**
 - a) If the bid offer is incomplete and / or not accompanied by all stipulated documents.
 - b) If the bid offer is not in conformity with the terms and conditions stipulated in the RFP.
 - c) If there is a deviation in respect to the technical specifications of hardware items.
 - d) If Commercial Details not submitted in GeM portal on .xlsx.
 - e) If the buyback price quoted is **less than Rs. 1,000/- per unit (inclusive of taxes).**
 - f) If the bidder fails to provide undertaking of **data sanitization/destruction activity** to be completed at the time of lifting/collecting old desktops from the respective locations (**Annexure 3L**).
 - g) If the bid contains **conditional pricing, hidden costs, or incomplete breakup.**
- v. The Bank shall be under no obligation to mandatorily accept the lowest or any other offer received and shall be entitled to reject any or all offers without assigning reasons whatsoever.

11. 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-3M** in this regard and also provide copy of registration certificate issued by competent authority wherever applicable.

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

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority.
- ii. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such persons, participating in a procurement process.

- iii. “Bidder from a country which shares a land border with India” for the purpose of this Order means: -
- An entity incorporated, established, or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- iv. The beneficial owner for the purpose of (iii) above will be as under.
- In case of a company or limited liability partnership, the beneficial owner is the natural person(s). who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.
- Explanation –**
- “Controlling ownership interests” means ownership of or entitlement to more than twenty five per-cent of shares or capital or profits of the company.
 - “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.
- 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.
 - 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.
 - 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.
 - 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.

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

12. Preference to Make in India

Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP(BE-II) dated 28.05.2018, 29.05.2019, 04.06.2020 and dated 16-9-2020 to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment.

It is clarified that for all intents and purposes, the latest revised order i.e. the order dated 16-9-2020 shall be applicable being revised Order of the original order i.e. Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 dated 15-6-2017.

The salient features of the aforesaid Order are as under:

1. **Class-I Local supplier** - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%
2. **Class-II Local supplier** - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%.
3. **Non-Local supplier** - a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
4. **The margin of purchase preference shall be 20 %.**, Margin of purchase preference means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.
5. **"Minimum Local content"** for the purpose of this RFP, the 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. If Nodal Ministry/Department has prescribed different percentage of minimum 'local content' requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier', same shall be applicable.

Verification of Local contents:

1. The local supplier at the time of submission of bid shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per **Annexure-2**. Local content certificate shall be issued based upon the procedure for calculating the local content /domestic value addition on

the basis of notification bearing no. F. No.33(1) /2017-IPHW dated 14-9-2017 issued by Ministry of Electronics and Information Technology read with Public Procurement (Preference to Make in India) Order 2017 Revised vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 16-09-2020

2. False declaration will be in breach of the Code of Integrity under Rule 175(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 of the General Financial Rules along with such other actions may be permissible under law.
3. A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarments. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities in the manner prescribed under order No P-45021/2/2017-PP(BE-II) dated 16-09-2020, para 9(h).

Procedure for Preference to Make in India For Desktop PCs

Preference shall be given to Class- I local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class- I local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate.

General Terms & Conditions

13. Delivery and Installation:

- i. Bank shall provide the location address and contact details for delivery of hardware and peripherals while issuing the purchase order.
- ii. Delivery and installation of PCs should be completed **within 8 weeks** from the date of acceptance of the Purchase Order.
- iii. Vendor has to arrange for road permit at its own cost. It will be the sole responsibility of the bidder to submit any form required for release of shipment from the check post.
- iv. The successful bidder should ensure installation of the delivered Hardware, Software, peripherals and complete the works specified in the Scope of Work at the Bank

- branch/office of all the materials for each ordered location.
- v. Bank reserves the right to change/modify locations for supply of the hardware and peripherals. In the event of any change/modification in the locations where the hardware and peripherals are to be delivered/not billed, the bidder in such cases shall supply, install the hardware and peripherals at the modified locations with no additional cost to the Bank. However, if the hardware items are already delivered/ billed, and if the modifications in locations are made after delivery, the bidder shall carry out installation at the modified locations and the Bank in such cases shall bear the shifting charges/arrange shifting. The Warranty of the hardware and peripherals should be applicable at the altered locations also.
 - vi. The Installation will be deemed as incomplete if any component of the hardware and peripherals is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank after testing/examination. In such events, the supply and installation will be termed as incomplete and system(s) will not be accepted and the warranty period will not commence. The installation will be accepted only after complete operational/functional hardware and peripherals and sign off/acceptance shall be provided.
 - vii. The Bank will not arrange for any Road Permit / Sales Tax clearance for delivery of Desktop PCs and other hardware and peripherals to locations and the Bidder is required to make the arrangements for delivery of hardware and peripherals to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required.
 - viii. Installation of the Desktop PCs will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this Bid.
 - ix. Partial or incomplete delivery or delivery of damaged materials will not be considered as delivered for all the ordered materials. Date of last material delivered to the ordered location, shall be treated as date of delivery, if materials are not damaged. In case materials are delivered with damage, date of delivery shall be treated as date of replacement of damaged material with new one. Delivery payment shall be paid against completion of delivery of all the ordered material without any damage and proof of delivery duly certified by Bank's Officials, along with delivery payment claim letter.
 - x. In case, the site is not ready for installation of the Computer hardware and peripherals, the bidder should get a letter from the concerned Deptt / Office to that effect and carry out a notional installation within 10 days from the date of delivery and get the installation certificate from the concern Deptt / Office. Such installation date will be treated as the start date of warranty. Subsequently, the bidder can claim the payment. However, the bidder should give an undertaking in writing to the Bank that they will install the hardware as and when site is ready. Bank reserves the right to shift the equipment's to new location/s and warranty / support for the same will continue to be in force at the new location.

14. Payment Terms :

Payment will be released by the concerned **Zonal Offices (for Branches/Offices under**

their jurisdiction) and by the Department of Information Technology (DIT) for Central Office Departments. Bank will not pay any amount in advance. Payment shall be released within 30 days from submission of invoices and all related relevant documents found in order by the Bank as per RFP. Payment will be released only after submission of following documents:-

- i. PBG, NDA, SLA as per the RFP clauses duly signed by the Authorized Signatory
- ii. Certificate of country of origin of the goods
- iii. Manufacturer's test certificate and guarantee
- iv. Certificate of Insurance

All the Payment shall be made in INR (₹) only. Payment terms are as under:

A) Payment Terms for Desktop PCs

- i. Payment will be released by the concerned **Zonal Offices (for Branches/Offices under their jurisdiction) and by the Department of Information Technology (DIT) for Central Office Departments.**
- ii. 70% of the invoice value will be released on successful delivery of Desktop PCs on production of relevant documents, i.e. Original Invoices (plus one copy) reflecting Taxes and Duties, and Proof of Delivery duly signed by Bank Officials with stamp of the respective offices.
- iii. 25% of the invoice value will be released after successful installation and commissioning of Desktop PCs as per the Scope of Work. The bidder has to submit installation certificates/reports duly signed by the Bank Officials with stamp of the respective Branches/Offices while claiming payment. The invoice and installation report should contain the product serial number(s) of the items supplied. Manufacturer's/Supplier's Warranty Certificate must also be submitted while claiming payment.
- iv. The remaining 5% of the invoice value (TCO) would be payable on completion of 3 years warranty period OR against Bank Guarantee (Valid for 39 Months & issued from SCB other than Central Bank of India) of equivalent amount of the consolidated invoice value of the concerned payment-releasing authority (DIT/Zonal Office). Bidder has to submit declaration certificate on Bank's format **Annexure 3K** that all obsolete hardware items, equivalent to the number of new hardware supplied at the respective locations under the aforesaid Purchase Order/Contract, have been duly lifted by us. **This Bank Guarantee of 5% is in addition to the 5% PBG of TCO submitted at DIT.**
- v. All payments will be released through NEFT/RTGS after deduction of applicable LD/Penalty, TDS, if any. The successful bidder must provide necessary Bank Details such as Account Number, Bank's Name & Branch, IFSC Code, GSTIN, State Code, State Name, HSN Code, etc.

B) Fixed Price and Taxes

- (A) The commercial offer shall be on a fixed price basis, **inclusive of all taxes and levies.** No price variation relating to increases in applicable taxes customs duty, excise tax, dollar

price variation etc. will be permitted. The bidder shall pay any other Tax being applicable after placement of order, during currency of the project only.

(B) Taxes:

1- The consolidated fees and charges required to be paid by the Bank against each of the specified components under this RFP shall be all-inclusive amount with currently (prevailing) applicable taxes. The bidder shall provide the details of the taxes applicable in the invoices raised on the Bank. Accordingly, the Bank shall deduct at source, all applicable taxes including TDS from the payments due/ payments to bidder. The applicable tax shall be paid by the bidder to the concerned authorities.

2- In case of any variation (upward or down ward) in Government levies / taxes / etc. up-to the date of providing services , the benefit or burden of the same shall be passed on or adjusted to the Bank. If the service provider makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.

3- Goods and Services Taxes (GST) and its Compliance

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

4- Bank shall deduct tax at source, if any, as per the applicable law of the land time being enforced. The Service provider shall pay any other taxes separately or along with GST if any attributed by the Government Authorities including Municipal and Local bodies or any other authority authorized in this regard.

15. Warranty Period:

The hardware and peripherals shall be under on-site comprehensive **warranty for a period of (3) three years**, from the date of successful installation at the respective locations. Please

note that the warranty will start only after **complete** and **successful installation** of equipment at the respective locations. The delivery and installations sign off/certificates from respective locations shall be considered in this regard.

Scope Involved During Warranty

During the period of contract up to completion of warranty, the bidder shall perform the following:

- i. If any software and Hardware updates provided by the OEM as free of cost, it should be provided and installed / configured by the successful bidder during warranty.
- ii. Any corruption in the Software or media shall be rectified during the full period of the contract including warranty at no extra cost to the Bank.
- iii. Provide spare parts/services of Hardware/Software/Peripherals, as and when required, and complete maintenance of the Hardware items during warranty period.
- iv. The support shall be given in person or through telephone, letter and E-mail within a time mentioned in the SLA.
- v. Only licensed copies of software shall be supplied. The bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version.
- vi. The bidder shall provide centralized complaint booking facility to the Bank and the dashboard, if available, shall be provided to the Bank. The method of booking complaints shall be through onsite support resource, E-mail, Toll-free no, Online portal, web, etc.
- vii. Escalation matrix should be provided for support, technical, project, etc.

Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories etc. covered. Bidder must warrant all equipment, accessories, spare parts etc. against any manufacturing defects during the warranty period. During the warranty period, bidder shall maintain the systems and repair/replace faulty parts/components at the installed locations, with no additional cost to Bank. The bidder shall give an undertaking that sufficient quantity of spares will be kept as stock during the warranty period at their support offices across the country.

Successful bidder will be liable to replace the whole unit during the warranty period in case of following:

- a) The Unit is not repairable.
- b) The Unit is repaired 4 times or more during the warranty period, for faults in main parts like motherboard, Memory, Monitor, Fan, Hard disk, SMPS.
- c) The Unit is repaired with inferior spares.

Warranty should not become void, if Central Bank of India buys any other supplemental hardware from third party and install it with/in these Desktop PCs in the presence of the representative of the bidder. However, the warranty will not apply to such third-party hardware items installed by Bank.

16. Insurance

The hardware and peripherals supplied under the Bid shall be fully insured by the successful bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The insurance shall be obtained by the Bidder naming Central Bank of India as the beneficiary, for an amount equal to 110% of the invoiced value of the goods on “all risks” basis. The period of insurance shall be up to the date the supplied components are accepted and the all rights of the property are transferred to the Bank in the Bank’s premises.

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

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

17. Penalty

A penalty of 0.5% per week, or part thereof, will be imposed for delayed delivery and installation of hardware and peripherals at a given location, subject to a maximum of 10% of the total cost of items for that location. No penalty will be charged for delays solely attributable to the Bank. Similarly, if the site is not ready, no penalty will apply for that location and the corresponding period.

In case of any dispute at any stage, the matter shall be resolved in accordance with the terms and conditions specified in the RFP. If unresolved, either party may refer the dispute to arbitration as provided herein.

18. Right to alter Quantities

The Bank reserves the right to alter the quantities specified in the Tender document. The Bank also reserves the right to add the units of Desktop PCs from the units specified in the Tender.

19. Penalty Clause and Service Level Agreement

A. SLA Execution

- i. The Successful Bidder shall execute the Service Level Agreement (SLA) with the Bank within **21 days** from the date of acceptance of Purchase Order (PO) for procurement of hardware and peripherals.
- ii. The SLA shall be executed on applicable stamp duty.
- iii. Failure to execute the SLA within the stipulated time shall be treated as non-compliance of the terms of RFP, and the Bank reserves the right to take suitable action, including declaring such Bidder technically disqualified for current or future bidding processes.

B. Warranty and Support Obligations

- i. The Bidder shall take total responsibility for fault-free operation and maintenance of the hardware and peripherals during the warranty period.
- ii. The Bidder shall provide free maintenance service, including repair, replacement, and maintenance of hardware and peripherals, during the warranty period without any additional cost.
- iii. The Bidder shall ensure **on-site support** for resolving all hardware-related issues during the warranty period.

C. Delivery & Installation Penalty

- i. A penalty of **0.5% per week or part thereof** on late delivered and/or installed hardware and peripherals at the respective location will be levied.
- ii. The penalty shall be subject to a maximum of **10% of the total cost of items pertaining to that location**.
- iii. No penalty shall be levied for delays solely attributable to the Bank, including cases where the site is not ready.

D. Desktop Downtime Rectification & Penalty

Rectification time from date of intimation shall be as under:

- i. The Bidder will take total responsibility for the fault free operation and maintenance of the hardware and peripherals during the period of warranty. Penalty for downtime/non-working of PCs after logging of call would be as under:

Sr	Location	Timing (Without Spare Replacement)	Timing (With Spare Replacement)	Penalty for delay for Desktop PCs (In Rs) Including taxes
1	Metro / Urban Cities	Within 8 working hours	Within Two Business Day	100 per day
2	Semi Urban Cities	Within One Business Day	Within Three Business Day	100 per day
3	Rural Area	Within Two Business Day	Within Four Business Day	100 per day

- ii. No penalty will be applicable if issue is resolved or replacement/substitute unit is provided within the above rectification period.
- iii. Penalty shall be deposited by the Bidder on a **quarterly basis** to the respective Zonal Office. If bidder fails to deposit the penalty amount and it exceeds **5% of the total invoice value (Bank Guarantee amount)** at Zonal Office level, the Bank reserves the right to invoke the **Bank Guarantee (BG)**.

E. Additional Provisions

- i. Quarterly accumulated penalty amounts shall be payable by the Bidder through DD/RTGS/NEFT. In case of failure, the Bank may recover the same by invoking the PBG.
- ii. The upper cap for penalties during warranty shall not exceed **10% of hardware value**

including taxes, which shall be over and above the penalties for delivery/installation delays.

- iii. In case of any dispute at any stage, the same shall be settled as per the terms and conditions stipulated in the RFP. If unresolved, either party may refer the matter to arbitration as provided therein.

20. Order Cancellation

- i. If the bidder fails to deliver and / or install the hardware and peripherals within time schedule of **8 Weeks** or the extended date communicated by the Bank, it would be considered as a breach of contract. Bank reserves the right to cancel the purchase order by giving 15 days' notice.
- ii. Serious discrepancy in hardware noticed during warranty period
- iii. In addition to the cancellation of purchase order, Central Bank of India reserves the right to appropriate the damages from the Bid Security /Performance Bank Guarantee given by the bidder and/or foreclose the bank guarantee given by the supplier against the advance payment and may take appropriate action. Further, in case of failure to adhere to the terms and conditions of the Bid document in totality, concealment of facts in the tender documents, failure to fulfill the contractual obligations of the Purchase order etc., Bank may debar/blacklist the successful bidder from participating in future tender processes for 5 years.
- iv. Bank reserve the right to inform GeM /IBA/ other banks for blacklisting the Service Provider in case of default in service or delay leading to financial or reputation loss, loss of time of the bank.

21. Liquidated Damages

- i. 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.
- ii. The Liquidated Damages (LD) shall be a sum equivalent to 0.5 % 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 invocation of Bank guarantee. In this context, Bank may exercise both the rights simultaneously or severally. In case the Bank exercises its right to invoke the Bank Guarantee and not to terminate the contract, the Bank may instruct to concerned bidder to submit fresh Bank Guarantee for the same amount in this regard.

- iii. 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.

22. Resolution of Disputes

The Bank and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the Bank and the Bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the Bank and the other to be nominated by the Bidder.

In case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai City only.

The Language of Arbitration will be English. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, bidder will continue to perform its contractual obligations and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving satisfactorily, as per satisfaction of the Bank.

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

This bid shall be governed and construed in accordance with the laws of India. The courts of Mumbai City alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this Bid document. Notwithstanding the above, The Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

23. Execution of Contract, SLA and NDA

The bidder and Bank should execute

- i. Contract, which would include all the services, terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank.
- ii. Non-disclosure Agreement (**Annexure-5**).
- iii. The bidder should execute the contract, SLA and NDA within 21 days from the date of acceptance of the Purchase Order. **The SLA will be executed with applicable stamp duty.**

24. Successful Bidder's liability

The Successful 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 Successful Bidder's liability in case of claims against the Bank resulting from misconduct or gross negligence of the Successful Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights(if any) or breach of confidentiality obligations shall be unlimited. In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided on behalf of bank hereunder. The Successful 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.

25. Information Ownership

All information transmitted by successful Bidder belongs to the Bank. The Bidder does not acquire implicit access rights to the information or rights to redistribute the information unless and until written approval sought in this regard. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately, which is proved to have caused due to reasons solely attributable to bidder. Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank's decision will be final if any unauthorized disclosure have encountered. Types of sensitive information that will be found on Bank system's which the Bidder plans to support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc. The successful Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any of the Bank location. The Bidder will have to also ensure that all sub-contractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.

26. Inspection, Audit, Review, Monitoring & Visitations

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

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

Banks shall at least on an annual basis, review the financial and operational condition of the BIDDER. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the BIDDER. Such assessment and reports on the BIDDER may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.

27. Monitoring

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

28. Visitations

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

29. Intellectual Property Rights

The Successful Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Bank agrees and acknowledges that same as expressly provided in this RFP, all Intellectual Property Rights in relation to the Hardware, Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Bidder during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Bidder or its licensor. The Bidder represents that a separate agreement is required to be entered into by the Bank with Third-party Bidders either for statutory or proprietary reasons, notwithstanding the Bidder's obligations for performance. During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank grants Bidder a right to use at no cost or charge the Hardware and Software licensed to the Bank, solely for the purpose of providing the Services. The Bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Hardware and Software used by Bidder in performing its obligations under this Project. If a third party's claim endangers or disrupts the Bank's use of the Hardware and Software, the Bidder shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product. All

third party Hardware/software / service/s provided by the bidder in the scope of the RFP will be the responsibility of the bidder if any discrepancy or infringement is encountered. The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out of the use of any third party software or modules supplied by the Bidder as part of this Project.

30. Termination

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

- (a) If the Successful Bidder fails to deliver any or all of the deliverables / milestones within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or;
- (b) If the Successful Bidder fails to perform any other obligation(s) under the contract.
- (c) If the Successful Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. Corrupt practice means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the procurement process or in contract execution; and “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

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

4. Termination for Insolvency: If the Bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Bidder takes or suffers any other analogous action in consequence of debt; then the Bank plans to, at any time, terminate the contract by giving 90 days prior notice to the Bidder. If the contract is terminated by the Bank in terms of this Clause, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank. In case, the termination occurs before implementation in all the locations in terms of this clause, the

Bank is entitled to make its claim to the extent of the amount already paid by the Bank to the Bidder.

5. Termination – Key Terms & Conditions: The Bank reserves the right to terminate the agreement with the Bidder / bidder at any time by giving ninety (90) days prior written notice to the Bidder. The Bank shall be entitled to terminate the agreement at any time by the giving notice if the Bidder.

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

The Bidder shall have right to terminate only in the event of winding up of the Bank.

31. Exit Option and Contract Re-Negotiation:

- i. The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
 - a) Failure of the successful bidder to furnish the Performance Guarantee within 21 days of receipt of purchase contract;
 - b) Delay in delivery, performance or implementation of the solution beyond the specified period;
 - c) Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of The Bank. Inability of the Bidder to remedy the situation within 60 days from the date of pointing out the defects by The Bank. (60 days will be construed as the notice period)
- ii. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.
- iii. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality. The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Bidder's offer does not match such lower price. Notwithstanding the foregoing, the Bidder shall continue to have the same obligations as contained in this RFP in relation to such equipment procured from third party suppliers. As aforesaid The Bank would procure the equipment from the third party only in the event that the equipment was available at more favorable terms in the industry, and secondly, The Equipment procured here from third parties is functionally similar, so that the Bidder can maintain such equipment. The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.
- iv. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder will be expected to continue the facilities management services

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

32. Privacy and security safeguards

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

33. 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 Mumbai.

34. Statutory and Regulatory Requirements

The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This requirement shall supersede the responses provided by the Bidder in the technical response. During the period of warranty / AMC, Bidder / Bidder 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.

35. Compliance with Laws

- i. 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.
- ii. 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 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.
- iii. 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.

36. 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.

37. 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 the returns to be filed, Tax Collected at Source (if applicable) etc. shall be duly undertaken by the supplier and in case of any non-compliance or delayed compliance, the Bank shall have right to recover interest and/or penalty that may be levied including liquidated damages @10 % of the value of supplier.

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

38. Publicity

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.

39. 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.

40. Survival and Severability

Any provision or covenant of the 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.

41. Bidding Document

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

42. Amendments to Bidding Documents

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Document by amendments at the sole discretion of the bank. All amendments will be **uploaded in GeM portal and on Bank's website.**

In order to provide, prospective bidders, reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids.

43. Period of Validity

Bids shall remain valid for 180 days from the last date of bid submission. A bid valid for shorter period shall be rejected by the bank as non-responsive.

44. Last Date and Time for Submission of Bids

Bids must be submitted in GeM portal not later than the specified date and time as specified in the Bid Document. Bank reserves the right to extend the date & time without mentioning any reason.

45. Late Bids

Any bid received/submitted after the deadline for submission of bids will be rejected.

46. Modifications and/or Withdrawal of Bids

- a) Bids once submitted will be treated as final and no further correspondence will be entertained on this.
- b) No bid will be modified after the deadline for submission of bids.
- c) No bidder shall be allowed to withdraw the bid, if the bidder happens to be a successful bidder.

47. Clarifications of Bids

To assist in the examination, evaluation and comparison of bids the bank may, at its discretion, ask the bidder for clarification and response, which shall be in writing and without change in the price, shall be sought, offered or permitted.

48. Bank's Right to Accept or Reject Any Bid or All Bids

The bank reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the bank's action.

49. Bank reserves the right to place repeat order

Bank reserves the right to place repeat order on the same terms & conditions and prices for additional 25% quantity within bid validity period/within one year (whichever is later) **and the successful bidder(s) will be bound to fulfill such order also if placed.**

50. Bid Specific MAF

Bidders, other than sole agents in India of the manufacturers (OEM), must upload a Bid specific Letter of Authority/MAF from their manufacturers (OEM) that they have been an authorized reseller. MAF should be as per Bank's format duly signed & stamped by the Authorized Signatory of the OEM (Facsimile sign, Photo of sign, System generated MAF shall not be accepted).

Bidders please take a careful note:

- a) The Bidders are requested to note that in a tender, either the Authorized Distributor on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- b) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
- c) OEM & their authorized partner both cannot participate in the Tender. In case, both (OEM & his authorized partner) participate, only bid of the OEM will be considered.

51. Authorization of Signature

The bidder must provide the name(s) of the authorized signatory/signatories who are permitted to correspond and engage with the Bank regarding document submission and other obligations during the bidding process and under the contract after the bid is awarded. A certified copy of the Board resolution, authenticated by the Company Secretary

or Director(s), must be submitted, authorizing the designated official(s) to act on behalf of the company. Alternatively, a Power of Attorney, along with KYC documents, may be provided to demonstrate the authority of the signatory to sign documents, agreements, and contracts with the Bank. Additionally, the bidder must supply proof of signature identification for the authorized signatory/signatories, as required by the Bank.

52. End of Support

The bidder shall propose only those products, which would not be declared end of support until next 5 years from date of Purchase Order. However, in cases where the OEM decides to phase out model supplied against the bid, the bidder is required to substitute the product with another product (model with equivalent or better configuration at no extra cost or changes to Bank) during the contract period. The bidder must inform well in advance about such changes. In case of software, the bidder shall supply the latest version available at the time of delivery at no extra cost to Bank.

53. Sustainable Sourcing Clause

The Bidder shall adhere to sustainable sourcing practices including but not limited to the use of environmental friendly material, ethical labour practices and compliance with relevant local and international regulations. The Bidder shall provide documentation or certifications demonstrating their commitment to sustainable sourcing upon request. Failure to comply with these requirements may result in contract termination.

54. Independent External Monitor (IEM)

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

- **Sri Anant Kumar [mail: anant_in@yahoo.com]**
 - **Shri Nirmal Anand Joseph Deva [e-mail : meghanadeva2022@gmail.com]**
- a) IEM's task shall be to review – independently and objectively, whether and to what extent the parties comply with the obligations under this pact
 - b) IEM shall not be subjected to instructions by the representatives of the parties and perform his functions neutrally and independently
 - c) Both the parties accept that the IEM has the right to access all the documents relating to the project/procurement, including minutes of meetings.
 - d) For any clarifications/issues, bidders are requested to contact with Bank's personnel in the below mentioned mail-id before contacting with IEM.
agmitfi_admin@centralbank.bank.in
cmitpurchase@centralbank.bank.in

smitpurchase@centralbank.bank.in

55. Disqualification due to GeM suspension

Bidders are hereby informed that any bidder who has been suspended by the Government e-Marketplace (GeM) platform for any reason whatsoever within the last six (6) months from the date of submission of the bid shall not be eligible to participate in this bidding process. Bidders are required to provide a self-declaration certifying their compliance with this condition as part of their bid submission. Non-compliance or misrepresentation in this regard will result in immediate disqualification from the bidding process.

56. Service Support Network

- i. The OEM shall have a Pan-India service network. The Bidder/OEM must have at least two (02) Direct/Indirect support offices/service support centres in each State of India, except Sikkim & the 7 North-Eastern States, where out of these 8 states, at least four (04) states must have at least one (01) service support centre.
- ii. In support of the above requirement, the Bidder/OEM shall submit the following documents along with the bid:
 - a) Certificate of Service Support Network Compliance duly signed and stamped on OEM's letterhead, as per the format provided in the tender.
 - b) State-wise list of service support centres, clearly indicating address, contact person, phone number, and email ID.
 - c) Documentary evidence in support of existence of each service support centre (GST Registration Certificate / Shops & Establishment Certificate / Trade License / Rent or Lease Agreement in the name of OEM/Authorized Service Partner).
 - d) Copy of valid agreement/MoU between OEM and Authorized Service Partner (where indirect support is claimed).
- iii. The OEM shall also submit an undertaking that the above-mentioned service support network will remain functional and operational throughout the warranty and AMC period of the equipment supplied under this tender.
- iv. Any misrepresentation or false declaration regarding service support centres shall make the bid liable for rejection, forfeiture of Performance Security, and/or blacklisting as per applicable rules.

S. No.	State/UT	City	Address of Service Support Center	Direct / Indirect	Authorized Service Partner Name (if indirect)	Contact Person	Mobile / Phone No.	Email ID	Proof Attached (GST/Trade License/Agreement, etc.)
1.									
2.									

57. Conflict of Interest

Bank requires that bidder provide professional, objective, and impartial advice and at all times hold Bank's interest paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from Bank.

Bidder have an obligation to disclose any situation of actual or potential conflict in assignment/job, activities and relationships that impacts their capacity to serve the best interest of Bank, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if Bank comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

58. Modification and Withdrawals of Bid

The bidder may modify its bid's submission anytime by logging in to the website <https://gem.gov.in> and uploading the documents again till final submission at last date and time of bid submission.

No bid can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of bids.

No bid shall be withdrawn in the intervening period between deadline for submission of bids and expiration of period of bid validity specified by bidder in the submitted bid. In the event of withdrawal of the bid by bidders, the bidder is liable to be suspended from participation in any future tenders of the Bank for 2 years.

No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

59. Buyback of Old Desktop PCs

The Bank shall procure new Desktop PCs with buyback of existing units on an "as-is, where-is" basis. The quantity of 8400 units indicated in the GeM bid and the corresponding buyback breakup are indicative only; the exact numbers and details shall be provided by the respective controlling offices.

The bidder shall be solely responsible for collection, packing, transportation, and handling of the old hardware at their own cost. The Bank shall not bear any expenses in this regard.

The bidder must ensure secure data sanitization of all hard disks in the old Desktop PCs by performing low-level formatting prior to collection OR, alternatively, destroy the hard disks in

the presence of a Bank official. A certificate of collection and confirmation of data erasure/destruction, in the format prescribed at **Annexure 3K**, must be submitted to the Bank.

Release of the balance 5% payment shall be subject to submission of the above certificate along with the 5% Bank Guarantee. The bidder shall remain fully liable for any data leakage, misuse, or security breach arising from non-compliance with the data sanitization/destruction requirement, even after completion of buyback.

60. Pre Shipment Inspection

Bank reserves the right, but not under any obligation, to undertake a pre- shipment inspection of the hardware items in a factory test environment. For this purpose, Bank's personnel or authorized representative may visit the factory site and expenditure for the same will be borne by Bank. Bidder has to arrange necessary permission, if any.

61. Price Negotiation

The Bank reserves the right, at its sole and absolute discretion, if considered necessary and in the interest of the Bank, to conduct negotiation with the L1 bidder post Reverse Auction (RA).

Such negotiations may be carried out to obtain further price reduction or commercial aspect of the offer. The decision of the Bank in this regard shall be final, conclusive, and binding on all bidders, and no bidder shall have any right to contest or claim justification for participation or otherwise.

The outcome of such negotiations, if conducted, shall be documented and shall form an integral part of the final contract/agreement to be executed with the successful bidder.

Check list for submission

Sr	Particulars	Annexures	Bidders Remark Yes/No
1	Certificate of incorporation/Registration		
2	Audited Balance sheets of last three years 2022-23, 2023-24 and 2024-25		
3	CA certificate for three years average turn over for financial years 2022-23, 2023-24 and 2024-25		
4	CA certificate for operating profit for last three financial years 2022-23, 2023-24 and 2024-25		
5	CA certificate for net worth for last three financial years i.e. 2022-23, 2023-24 and 2024-25		
6	Self-declaration by the Authorized Signatory for not have filed for bankruptcy in any country including India on company letter head	Annexure 3 F	
7	Self-declaration on Company's letter head should not have been blacklisted/debarred/	Annexure 3B	
8	Self-declaration on Company's letter head Bidder/OEM should not have any pending litigation or any dispute arises	Annexure 3H	
9	Self-declaration on Company's letter head • NPA • Any case pending	Annexure 3G	
10	Undertaking for bidder not from a country which shares a land border with India as per Govt guidelines. Also certify that Bidder/OEM fulfill all the requirements in this regard and are eligible to participate in the Bid/RFP.	Annexure 3M	
11	Bid Security / EMD - Micro & Small Enterprises (MSE) units and startups are exempted from payment of EMD provided the product they are offering, are manufactured/rendered by them, Exemption as stated above is not applicable for providing product/services, manufactured/rendered by other entity.		
12	Documentary proof for - At least one (01) project of 3,000 desktops or more each, in the last three (3) years OR, The Bidder must have executed at least one single PSU/Government/large corporate order worth ₹20 crore or above in last 3 years.		
13	Documentary proof that the OEM should have a Pan-India service Network. The Bidder/OEM must have at least two (02) Direct/Indirect support offices/service		

	support centers in each State of India except Sikkim & 7 NE States, where out of these 8 states, at least 4 states should have at least one support center.		
14	Certificate of ISO 9001,14001 and 27001, as applicable		
15	Technical Specification of Desktop PC with Intel (i5) / AMD Ryzen 5 Processor with Monitor	Annexure 1A	
16	Certificate of Local Content	Annexure 2	
17	Bidder's Information on company letter head	Annexure 1B	
18	Bid Specific MAF from OEM	Annexure 3E	
19	Integrity Pact on Rs.100 Non Judicial Stamp Paper	Annexure 7	
20	Escalation Matrix for delivery and service of the Desktop PCs		
21	Undertaking of Information Security Compliance	Annexure 3A	
22	Unconditional Acceptance of Terms & Conditions of the Bid	Annexure 3C	
23	Undertaking of Authenticity of HW and SW	Annexure 3D	
24	Self declaration regarding non suspension by GeM in the last 6 months	Annexure 3I	
25	Details & Certificate regarding Service Area Network of the OEM/Bidder	Annexure 3J	
26	Declaration for lifting Buyback Hardware	Annexure 3K	
27	Undertaking for data sanitization/destruction of old desktops	Annexure 3L	
28	Land Border Sharing Clause	Annexure 3M	

Annexure 1A -Technical Specification of Desktop with Monitor

Note: (This should be on the letterhead of both Bidder & OEM duly signed by an authorized signatory)

Sr.	Component	Minimum Requirement	Your Offer	Deviation, If any
1	Make	Must be specified		
2	Model	Must be specified		
3	Processor	Intel: Intel Core i5, 13th Generation or higher OR AMD: AMD Ryzen 5 Processor with 7000 Series or higher with latest release. Processor Base Power/TDP-65W Total Threads/Core 12/6 (The quoted processor model must be listed on the official product websites of Intel and AMD at the time of bidding.)		
4	Chipset	Compatible Chipset of professional/ business series with dual memory channel support		
5	Motherboard	OEM motherboard should have the following features: <ul style="list-style-type: none"> • Minimum 2 Free PCI or PCIe slots • Compatible with CPU & RAM OEM branded motherboard with OEM logo embossed/ etched (Stickers affixed will not be accepted). Note: The systems report generated through system utilities such as Microsoft perfmon / msinfo32, Speccy, Belarac etc. should clearly mention the OEM Baseboard/ Motherboard manufacturer name, make and model, version etc. Generic brand motherboards will not be acceptable.		
6	System Memory	16 GB DDR4 3200 MHz or Higher, RAM upgradable upto 64 GB or more with minimum 2 DIMM slots.		
7	HDD	Hybrid : 512 GB SSD (Solid State Drive)+ 1TB SATA III (6 Gb/s or above) HDD with min. 7200 RPM. OS must be installed on SSD.		
8	Ports	8 USB port with minimum 4 high speed USB 3.2, Front: Min 1 headphone/ microphone combo. Rear :		

		Min 1 RJ45, Min 1-VGA or 1-DP and 1-HDMI port , Universal Audio Jack		
9	Graphics	Intel HD Graphics/HD 7000 Series or higher		
10	Audio	Integrated Audio Controller		
11	Monitor	21.5” TFT/LED monitor with IPS/TN/VA Technology, 1920x1080 resolutions or higher along with antiglare display screen coating. Static Contrast Ratio of 1000:1 or better. Min 1 VGA or 1 DP or 1 HDMI port, preferably any two. Minimum 60Hz refresh rate, Energy Star 5.0 /TCO 8.0 or higher, adjustable stand preferably with in-built power adaptor. If the in-built power adapter is unavailable, an external power adapter must be sourced from the same OEM. The adapter should have the OEM’s name clearly imprinted, embossed, or engraved on the adapter to confirm its compatibility and ensure safe operation.		
12	Keyboard	104 Keys, heavy duty bilingual Mechanical USB keyboard , having key life of 20 million keystrokes (Same Make and Color as base PC) of same OEM. If bilingual mechanical key board of same OEM is not available then bidder has to provide keyboard of reputed brand with above specification. Should be BIS (IS 13252 Part-1), CE, FCC compliant. (Relevant certificates may need to be furnished if demanded by the Bank.)		
13	Mouse	2 button Optical scroll Mouse with mouse pad OEM branded USB Mouse. Should be BIS, CE, FCC compliant. (Relevant certificates may need to be furnished if demanded by the Bank.)		
14	Power Supply	180 watts ACPI compliant or more SMPS, should be capable to support fully configured PC		
15	BIOS	Flash Bios		
16	Ethernet Port	Embedded Auto Sensing gigabit LAN		
17	Operating System	Genuine Windows 11 Professional Edition (64-Bit) along with media license and recovery CD/USB with OS Build version 23H2 or higher as per Bank requirement. OEM of the quoted model shall submit Microsoft OS license details such as digital key no. or copy of the Invoice which contains the relevant serial no of Windows OS along with supplies. Microsoft OS may		

		<p>be sourced directly from Microsoft by the OEMs holding device partner status and those not holding device partner status may source from authorized distributors and their authorized channel partners. Relevant Invoice copies which contains the relevant serial no of Windows OS to shall be submitted along with supplies.</p> <p>OEMs has to provide an undertaking on their letter head that they have arrangement with Microsoft to provide Factory Pre-Loaded Genuine Microsoft Windows 11 Professional edition Operating System with OS Keys digitally injected in the BIOS.</p>		
18	Security	TPM 2.0 Power – On Password, Memory Change Alert functionality with Pad lock		
19	Manageability	DMI 2.0 compliant plus pre failure notification for HDD		
20	Compliance	OEM should have ISO 9001,14001, 27001 certification		
21	Power Management & Environmental standards	Energy Star 8.0 or higher compliant, Hard disk and system idle Mode in, Power On, Setup Password, Power Supply Surge protected,		
22	Warranty	3 years comprehensive onsite warranty. If any part is replaced by the vendor under warranty period, warranty of the replaced part should be equivalent to the Desktop's. In case HDD/Disk storage device replacement, the same will remain in the custody of the Bank under retention condition and Bank's IS Policy.		
23	Mandatory Certification	<p>The Desktop system should have the following mandatory certifications</p> <ol style="list-style-type: none"> 1. Energy Star 8 or higher /BEE star Ver 1 with Logo Printed 2. EPEAT India/ROHS compliant. 3. EPR Authorization/Other environmental standards 		
24	Addl Requirement	<ol style="list-style-type: none"> 1. Online Information - The complete hardware and software details of the Desktop make and model quoted should be available in the online portal of the OEM and can be downloaded from the portal by entering the serial number of the Desktop. 2. Warranty Information – The Warranty 		

		<p>Information of each Desktop should be made available in the online portal of the OEM at least for a period of 3 years.</p> <p>3. Device Drivers support – All Device drivers of the product quoted should be available in the online portal of the OEM without reference to any external sites. The updates of the drivers should also be available as and when update patches are released.</p>		
--	--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	--

[Authorized Signatory]

[Name of the Authorized Signatory]

[Designation]

[Contact Details]

[Seal/Stamp of the Bidding Entity]

Annexure 1B - Bidder's Information on company Letter Head

S.No.	Particulars	Details
1.	Name of Bidder	
2.	Constitution	
3.	Address with Pin code	
4.	Authorized Person for bid	
5.	Contact Details (Mail id & Mob No)	
6.	Year of Incorporation	
7.	Number of years of experience in IT Hardware Items	
8.	Turnover (In RS.) 2022-23, 2023-24, 2024-25	
9.	Profits (In Rs.) 2022-23, 2023-24, 2024-25	
10.	Whether OEM or authorized distributor	
11.	Number of service outlets across India	
12.	Good and Service Tax Number (GSTN)	
13.	Income Tax Number	
14.	Name and Address of OEM	
15.	Brief Description of after sales service facilities available with the bidder.	
16.	Whether all RFP terms & conditions complied with.	
17.	Bank Details (Bank Name,A/c No. & IFSC)	
18.	PAN Number	
19.	Details of Document cost / Tender fee	UTR/Reference No. date & Amount
20.	Details of EMD	BG/UTR/Reference No. date & Amount
21.	Exemption Certificate details (if applicable). Eg:MSME/Udyog Aadhar certificate etc.	Please upload copy of the same along with details

[Authorized Signatory]
 [Name of the Authorized Signatory]
 [Designation]
 [Contact Details]
 [Seal/Stamp of the Bidding Entity]



Annexure 2 - Certificate for local content

<Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.>

(Bank can seek component/item wise content detail from OEM of Make in India contents)

Date:

To,

General Manager IT

Central Bank of India
 DIT, CBD Belapur

Dear Sir,

Ref : Bid No - GEM/2025/B/6762477 dated 7.10.2025- Procurement of Desktop PCs.

This is to certify that proposed _____ <product details> is having the local content of _____ % as defined in the above mentioned Bid document.

2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 dated 15-6-2017 as revised on 16-9-2020, referred to hereinabove.

Signature of Statutory Auditor
 Cost Auditor
 Name/Company
 Registration Number
 Seal

Counter-signed:

Bidder	OEM
Name & Signature of authorized signatory	Name & Signature of authorized signatory
(Signed in the capacity of)	(Signed in the capacity of)
Duly authorized to sign bid	Duly authorized to sign for and on behalf of OEM (supported by Board Resolution/POA)

Annexure 3A -Undertaking of Information Security Compliance

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

Place:

Date:

To,
General Manager IT
Central Bank of India
DIT, CBD Belapur

Sir,

Ref: Your Bid GEM/2025/B/6762477 Dated: 07/10/2025

We hereby undertake that the proposed hardware / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done) during entire contract period. If, any case reported, to be fixed by the bidder without any additional cost to the bank on immediate basis.

Yours faithfully,

[Authorized Signatory]

[Name of the Authorized Signatory]

[Designation]

[Contact Details]

[Seal/Stamp of the Bidding Entity]

Annexure 3B - Self-Declaration of Non-Blacklisting

((To be submitted on Bidder's letter head))

Date:

To,
General Manager IT
Central Bank of India
DIT, CBD Belapur

Dear Sir:

Ref: Your Bid GEM/2025/B/6762477 Dated: 07/10/2025

We M/s _____ who are established and reputable concern hereby confirm that our company (The Auditor/ Firm/ Company/LLP) or its group company / subsidiary company / holding company /affiliate /associate company / partner should have never been black listed and/ or banned and /or barred and / or disqualified and or prohibited by any Govt./IBA/RBI/PSU/PSE or Banks, Financial Institutions and / or any court of law and / or quasi-judicial authority / and or any other statutory and/ or regulatory authority, in undertaking any work directly or indirectly which is required to perform as stated in this BID and/ or issuance of any certificate of audit directly or indirectly with respect to the work stated herein the BID”.

Yours faithfully,

[Authorized Signatory]
[Name of the Authorized Signatory]
[Designation]
[Contact Details]
[Seal/Stamp of the Bidding Entity]

Annexure 3C - Unconditional Acceptance of the Terms & Conditions of the bid

(To be submitted on Bidder's letter head)

Date:

To,
General Manager IT
Central Bank of India
DIT, CBD Belapur

Ref: Your Bid GEM/2025/B/6762477 Dated: 07/10/2025

Sir/Madam,

This is to confirm that we unconditionally and irrevocably accept all the terms and conditions as mentioned in the said BID including all addendum/amendment/ corrigendum floated for Central Bank of India pertaining to this BID Ref. No. **Ref: GEM/2025/B/6762477 Dated: 07/10/2025.**

[Authorized Signatory]
[Name of the Authorized Signatory]
[Designation]
[Contact Details]
[Seal/Stamp of the Bidding Entity]

Annexure 3D - Undertaking of Authenticity Hardware and Software

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

To,
General Manager IT
Central Bank of India
DIT, CBD Belapur

Ref: Your Bid GEM/2025/B/6762477 Dated: 07/10/2025

With reference to the equipment being quoted to you vide our Quotation No: _____ dated _____, we hereby confirm that all the components /parts /assembly / software etc. used in the equipment to be supplied 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 shall be supplied or shall be used. We also undertake to produce certificate from the Original Equipment Manufacturers (if required by you) in support of the above statement at the time of delivery / installation

2. We also confirm that in respect of licensed operating systems and other software utilities to be supplied; the same will be procured from authorized sources and supplied with Authorized License Certificate (e.g. Product keys on Certification of Authenticity in case of Microsoft Windows Operating System)
3. We have an arrangement with Microsoft to provide Factory Pre-Loaded Genuine Microsoft Windows 11 Professional edition Operating System with OS Keys digitally injected in the BIOS.
4. In case of default and the Bank finds that the above conditions are not complied with, we agree to take back the equipment supplied and return the money paid by you, in full within seven days of intimation of the same by the Bank, without demur or any reference to a third party and without prejudice to any remedies the Bank may deem fit.
5. In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware / Software already billed, we agree to take back the Desktops and Servers without demur, if already supplied and return the money if any paid to us by you in this regard.
6. We take full responsibility of both parts and Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / SI etc. and also undertake for back-to-back arrangement from OEM for the period of 3 years for any third-party software / hardware supplied at no extra cost to Bank.

Dated this day of 2025

[Authorized Signatory]
[Name of the Authorized Signatory]
[Designation]
[Contact Details]
[Seal/Stamp of the Bidding Entity]

Annexure 3E - Manufacturers Authorization Form

(To be submitted on OEM letter head)

Date –

To
General Manager- IT
Central Bank Of India
DIT, Plot no 26, Sector-11
CBD Belapur, Navi Mumbai 400 614

Ref: Your Bid GEM/2025/B/6762477 Dated: 07/10/2025

Sir,

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

The model(s) / product(s) proposed in this contract is covered under
3 Years onsite comprehensive warranty & support from the date of installation of product.
Further, we assure you that the said product will not attain end of support upto 5 years from
the date of supply.

We hereby extend our warranty as per terms & conditions of the RFP and the agreement, for
the equipment and services supplied/offered against this RFP by the above-mentioned Bidder,
and hereby undertake to perform the obligations as set out in the RFP in respect of such
equipment and services.

We assure you that in the event of M/s not being able to fulfill its
obligation in respect of the warranty terms for the hardware supplied, as defined in the RFP,
..... (OEM Name) would continue to meet these warranty
obligation either directly or through alternate arrangements without any additional cost to the
Bank.

Yours Faithfully

[Authorized Signatory]
[Name of the Authorized Signatory]
[Designation]
[Contact Details]
[Seal/Stamp of the Bidding Entity]

Annexure 3F - Self-Declaration for Not Having Filed for Bankruptcy
(To be submitted on Bidder's letter head)

Date :

To,
General Manager IT
Central Bank of India
DIT, CBD Belapur

Dear Sir/Madam,

In response to the **Bid GEM/2025/B/6762477 Dated: 07/10/2025**

I/we hereby declare the following:

1. I/We, M/s _____, having registered office at [Insert Address], do hereby confirm that I/we have not filed for bankruptcy in any country, including India, as per the applicable laws and regulations.
2. I/We further affirm that no insolvency or bankruptcy proceedings have been initiated against me/us in any jurisdiction to date.
3. I/We understand that providing false information or withholding relevant details in this declaration may result in immediate disqualification from the bidding process and potential blacklisting as per the applicable rules and regulations.

I/We hereby certify that the above information is true and correct to the best of my/our knowledge and belief.

Thank you.

Yours faithfully,

[Authorized Signatory]
[Name of the Authorized Signatory]
[Designation]
[Contact Details]
[Seal/Stamp of the Bidding Entity]

Annexure 3G - Self-Declaration for Non-NPA Status and Absence of Credibility

(To be submitted on Bidder's letter head)

Date:

To,
General Manager IT
Central Bank of India
DIT, CBD Belapur

Dear Sir/Madam,

In response to the **Bid GEM/2025/B/6762477 Dated: 07/10/2025**

I/We, the undersigned, hereby declare the following:

1. Non-NPA Status:

I/We, M/s _____, having our registered office at [Insert Address], confirm that we are not classified as a Non-Performing Asset (NPA) with any bank or financial institution in India as per the applicable guidelines issued by the Reserve Bank of India (RBI) or any other regulatory authority.

2. Cases Affecting Credibility:

I/We further declare that there are no pending or ongoing cases, disputes, or issues with any organization across the globe that, in the opinion of the Central Bank of India, may affect the credibility or ability of M/s _____ to serve the needs of the Central Bank of India effectively.

3. Commitment to Truthful Representation:

I/We affirm that all the details provided in this declaration are true, accurate, and complete to the best of our knowledge and belief. I/We understand that providing false information or concealing material facts may result in immediate disqualification from the bidding process and other actions as deemed appropriate by the Central Bank of India.

Thank you for your attention to this matter.

Yours faithfully,

[Authorized Signatory]
[Name of the Authorized Signatory]
[Designation]
[Contact Details]
[Seal/Stamp of the Bidding Entity]

Annexure 3H - Self-Declaration for Absence of Pending Litigation or Legal Dispute

(To be submitted on Bidder's letter head)

Date :

To,
General Manager IT
Central Bank of India
DIT, CBD Belapur

Dear Sir/Madam,

In response to the **Bid GEM/2025/B/6762477 Dated: 07/10/2025**

I/We, the undersigned, hereby declare the following:

1. Absence of Litigation or Legal Dispute:

I/We, M/s _____, having our registered office at _____ [Insert Address], confirm that, at the time of submission of this bid, there is no pending litigation or legal dispute before any court of law between M/s _____ [Insert Name of the Bidding Entity] (or our OEM, where applicable) and the Central Bank of India regarding the supply of goods or services.

2. Compliance and Integrity:

I/We assure the Bank that we are committed to conducting business with integrity and in compliance with all applicable laws, rules, and regulations.

3. Commitment to Truthful Representation:

I/We affirm that the above statement is true and correct to the best of my/our knowledge and belief. I/We understand that any false or misleading declaration may lead to immediate disqualification from the bidding process, termination of contract (if awarded), and other actions as deemed necessary by the Bank.

Thank you for your consideration.

Yours faithfully,

[Authorized Signatory]
[Name of the Authorized Signatory]
[Designation]
[Contact Details]
[Seal/Stamp of the Bidding Entity]

Annexure 3I - Self-Declaration - Non-Suspension by GeM in the Last 6 Months
(To be submitted on Bidder's letter head)

Date : XX/XX/XXXX

To,
General Manager IT
Central Bank of India
DIT, CBD Belapur

Ref: Your Bid GEM/2025/B/6762477 Dated: 07/10/2025

Dear Sir/Madam,

In response to the [Insert Tender/Request for Proposal Name and Number], I/We, the undersigned, hereby declare the following:

1. I/We, M/s _____, having our registered office at [Insert Address], confirm that we have not been suspended by the Government e-Marketplace (GeM) platform for any reason whatsoever in the last six (6) months prior to the date of submission of this bid.
2. I/We further affirm that this declaration is made after conducting necessary due diligence to ensure its accuracy and completeness.
3. I/We understand and accept that any false declaration or misrepresentation in this regard may result in immediate disqualification from the bidding process, termination of the contract (if awarded), and any other actions deemed appropriate by Central Bank of India.

Thank you for your consideration.

Yours faithfully,

[Authorized Signatory]
[Name of the Authorized Signatory]
[Designation]
[Contact Details]
[Seal/Stamp of the Bidding Entity]

Annexure 3J - Certificate of Service Support Network Compliance

(To be provided by OEM/Bidder on their Letterhead)

Date :

To,
General Manager IT
Central Bank of India
DIT, CBD Belapur

Reg: Certificate on Availability of Service Support Network
Ref: GeM Bid no. GEM/2025/B/6762477 Dated: 07/10/2025

We, _____ (Name of OEM/Bidder), having our registered office at _____, hereby certify and confirm the following with respect to the tender requirement for Pan-India Service Support Network:

1. We have a Pan-India service network and comply with the requirement that the Bidder/OEM must have at least two (02) Direct/Indirect support offices/service support centres in each State of India, except Sikkim & the 7 North-Eastern States, where out of these 8 states, at least 4 states have at least one (01) support centre.
2. A state-wise list of service support centres, including addresses, contact persons, and contact numbers, is enclosed herewith in the following format.

S. No.	State/UT	City	Address of Service Support Center	Direct / Indirect	Authorized Service Partner Name (if indirect)	Contact Person	Mobile / Phone No.	Email ID	Proof Attached (GST/Trade License/Agreement, etc.)
1.									
2.									

3. Where indirect support centres are claimed, we confirm that such service centres are authorized and validly engaged by us, and we shall be fully responsible for providing warranty and post-warranty services as per the tender terms.
4. We undertake to maintain and operate the above-mentioned service network throughout the warranty/AMC period of the equipment supplied under this tender.
5. We understand that any misrepresentation or false information may lead to rejection of our bid, forfeiture of performance security, and/or blacklisting as per applicable rules.

We hereby declare that the information provided above is true and correct to the best of our knowledge.

[Authorized Signatory]
[Name of the Authorized Signatory]
[Designation]
[Contact Details]
[Seal/Stamp of the Bidding Entity]

Annexure 3K – Declaration certificate of Buyback

(To be provided by Bidder on their Letterhead)

Date :

To,
Zonal/Regional Head / General Manager IT
Central Bank of India

Ref: GeM Bid No. GEM/2025/B/6762477 Dated: 07/10/2025

This is to certify that all obsolete hardware items, equivalent to the number of new hardware supplied/_____ (No. of actual old Desktop) at the respective locations under the aforesaid Purchase Order/Contract, have been duly lifted by us.

It is further certified that the **hard disks of the said obsolete hardware have been deep formatted/destroyed in the presence of the Bank's authorized officials**, thereby ensuring complete data security and compliance with the Bank's requirements.

We confirm having submitted the BG of 5%, detail of which is as below :

BG No.....Date.....
BG Issuing Bank.....
BG Amount.....
BG Validity.....

On the basis of this confirmation, we kindly request the Bank to release the **balance 5% payment** as per the terms and conditions of the contract.

We hereby declare that the above statement is true and correct to the best of our knowledge and belief.

[Authorized Signatory]
[Name of the Authorized Signatory]
[Designation]
[Contact Details]
[Seal/Stamp of the Bidding Entity]

Annexure 3L – Undertaking for Data sanitization/Destruction of old desktops

(To be provided by Bidder on their Letterhead)

Date :

To,
General Manager IT
Central Bank of India
DIT, CBD Belapur

Ref: GeM Bid No. GEM/2025/B/6762477 Dated: 07/10/2025

We undertake that task of **Data sanitization/Destruction of the** hard disks of the obsolete hardware made available for buyback will be deep formatted/destroyed in the presence of the Bank's authorized officials at respective locations provided by the Bank.

We further undertake that the above-mentioned activity will be undertaken at the time of lifting/collection of old desktops from the respective locations and certificate of this effect will be provided to the concerned authorities on **Annexure 3K**.

We hereby declare that the above statement is true and correct to the best of our knowledge and belief.

[Authorized Signatory]
[Name of the Authorized Signatory]
[Designation]
[Contact Details]
[Seal/Stamp of the Bidding Entity]

Annexure 3M - Land Border Sharing Clause

To,
General Manager-IT
Department of Information Technology
Central Bank Of India
Plot No -26, Sector-11
CBD Belapur, Navi Mumbai - 400614

Date:

Dear Sir,

Sub: - GeM Bid No – GEM/2025/B/6762477 Dated: 07/10/2025

We, M/s ----- are a private/public limited company/LLP/Firm *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ----- (referred to as the “Bidder”) are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 and subsequent addendum dated 02nd July 2022 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

Please strike off whichever is not applicable

1. “I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is not from such a country.”
2. “I/ we have read the clause regarding restrictions on procurement / ToT arrangement in sensitive technologies with an entity having beneficial ownership from a country which shares a land border with India from a bidder of a country which shares a land border with India / ToT arrangement in sensitive technologies with an entity having beneficial ownership from a country which shares a land border with India; I/ we certify that _____ is from such a country. I hereby certify that _____ fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]”

In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of bank.

Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority

is attached herewith.]”

2. We, hereby confirm that we fulfill all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process.

We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us or through our Authorized person, after having read and understood the terms of RFP and the Office Memorandum and Order.

Dated this.....by2025.

Yours faithfully,

[Authorized Signatory]

[Name of the Authorized Signatory]

[Designation]

[Contact Details]

[Seal/Stamp of the Bidding Entity]

Annexure 4 – Commercial Bid

Don't put any financial value here. Commercial Details must be put in GeM portal only. Bidder will have to submit details of breakup on enclosed *.xlsx file and upload on GeM portal.

To,
 General Manager IT
 Central Bank of India
 DIT, CBD Belapur

Ref : Bid GEM/2025/B/6762477 Dated: 07/10/2025 Procurement of 8400 Desktop PCs.

Commercial Bid format (Amount in Indian Rupee)

(Successful bidder has to submit break up as per this format within 24 hour from end of Reverse auction)

TABLE A (Cost of New Desktop PCs)

(Amount in Rupees)

Description	Unit price Excl GST (A)	Qty (B)	Total Price Excl GST (C=AxB)	Taxes/GST (D)	Total Price including Taxes/GST X=(C+D)
Desktops as per given specifications with 3 years onsite Warranty.	XXXXXX	8400	XXXXXX	XXXXXX	XXXXXX

TABLE B (Buy Back Price)

Description	Unit price Excl GST (A)	Qty (B)	Total Price Excl GST (C=AxB)	Taxes/GST (D)	Total Price including Taxes/GST Y = (C+D)
Minimum Buyback price should be Rs.1000/- per unit (Incl GST). Buy back cost of 8400 Desktops (-)	XXXXXX	8400	XXXXXX	XXXXXX	XXXXXX

Total Cost of Ownership (Z=X-Y)					XXXXXX
------------------------------------	--	--	--	--	--------

Total Cost of Ownership in Words (Z=X-Y).....

A. Commercial Bid Format

- The bidder shall submit the commercial bid strictly in the GeM portal format, with breakup as per the **Commercial Bid Table (Annexure-4)**.

- ii. The bid must clearly indicate the **unit price excluding GST**, applicable **taxes/GST**, and the **total price including taxes**.
- iii. Unit prices, including optional items and TCO, must be quoted **both in figures and in words**. In case of discrepancy, the price quoted in words shall prevail.

B. Price Composition

- i. The price quoted shall be **all-inclusive**, covering supply, installation, transportation, packing, logistics, insurance, and 3 years onsite warranty.
- ii. No additional charges towards labour, transportation, road permits, installation, or insurance shall be payable by the Bank.
- iii. Insurance shall cover the new desktops during transit, installation, and until successful sign-off.

C. Buyback Terms

- i. The Bank shall procure new Desktop PCs with buyback of existing units on an **“as-is, where-is”** basis.
- ii. The **8400 units** mentioned in the GeM bid and breakup are **indicative only**; exact numbers and details shall be provided by the respective controlling offices.
- iii. For TCO calculation, bidders shall quote the buyback cost for **8400 desktops**, with a **minimum price of Rs. 1,000/- per unit (inclusive of taxes)**. Bids quoting below this amount shall be summarily rejected.
- iv. The buyback unit cost quoted by the bidder shall remain **fixed** and shall not be revised, even after changes in TCO following Reverse Auction (RA). However, while matching the L1 price post-RA, bidders must also **match the buyback price of L1 Bidder (higher or lower)**.
- v. The old desktops may or may not be in working condition, and shall be handed over on an **“as-is, where-is”** basis.

D. Responsibilities of the Bidder

- i. The bidder shall be solely responsible for **collection, packing, transportation, insurance, and handling** of the old desktops at their own cost.
- ii. The Bank will not bear any expenses towards labour or logistics in this regard.
- iii. The bidder must ensure **secure data sanitization** of all hard disks by performing **low-level formatting** before collection, OR alternatively, destroy the hard disks in the presence of a Bank official.
- iv. A **certificate of collection and confirmation of data erasure/destruction** in the prescribed format (Annexure 3K) must be submitted to the Bank.

E. Net Price (TCO) & L1 Determination

- i. The **Total Cost of Ownership (TCO)** for bid evaluation shall be computed as:

$$Z=X-Y$$

where:

- a. **X** = Total Price of New 8400 Desktops including Taxes/GST
 - b. **Y** = Total Buyback Cost of 8400 Desktops including Taxes/GST
- ii. The **L1 bidder shall be decided based on the Net Price (Z)** only.

- iii. For invoicing and payment purposes, the bidder shall raise an **invoice for X (new desktops)**, and the buyback value (Y) shall be **adjusted at the time of payment of remaining 5%..**

F. Payment Conditions

- i. Release of the **balance 5% payment** shall be subject to:
 - a. Submission of the **Old Hardware collection/Data sanitization/Destruction certificate** (Annexure 3K), and
 - b. Submission of the **5% Bank Guarantee** as per RFP terms.
- ii. The bidder shall remain **fully liable for any data leakage, misuse, or breach** resulting from non-compliance with the data sanitization/destruction requirements, even after completion of buyback.

G. Bid Rejection Criteria

The bid shall be summarily rejected if:

- i. The bidder fails to quote in the **prescribed format** or modifies the Commercial Bid Table.
- ii. The buyback price quoted is **less than Rs. 1,000/- per unit (inclusive of taxes)**.
- iii. Unit prices are not quoted in both **figures and words**.
- iv. The bidder fails to provide undertaking of **data sanitization/destruction activity** to be completed at the time of lifting/collecting old desktops from the respective locations (**Annexure 3L**).
- v. The bid contains **conditional pricing, hidden costs, or incomplete breakup**.

[Authorized Signatory]
[Name of the Authorized Signatory]
[Designation]
[Contact Details]
[Seal/Stamp of the Bidding Entity]

Annexure 5 - Non-Disclosure Agreement

Ref : Bid Number **GEM/2025/B/6762477** Dated: **07/10/2025** - *Procurement of Desktop PCs.*

This Agreement made at _____, on this _____ day of _____ 202_.

BETWEEN

_____ a company incorporated under the Companies Act, 1956/2013 having its registered office at _____ (hereinafter referred to as “-----” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

AND

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

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

WHEREAS:

The Parties intend to engage in discussions and negotiations concerning the -----
---between them. In the course of such discussions and negotiations, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such----- (hereinafter referred to as “**the Purpose**”).

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1. Confidential Information:** “Confidential Information” means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

Either of the Parties may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any

obligation of confidentiality, or (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

1. **Non-disclosure:** The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore. Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.
3. **Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.
4. **Term:** This Agreement shall be effective from the date hereof and shall continue till execution of definitive agreements and existence of business relationship between the Parties thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof. Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.
5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark,

trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

6. **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.
7. **Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.
8. **Entire Agreement, Amendment, Assignment:** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
9. **Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.
10. **General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided “as is”. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.
11. **Indemnity:** The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

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

For and on behalf of <hr/> Name of Authorized signatory: Designation:	For and on behalf of CENTRAL BANK OF INDIA <hr/> Name of Authorized signatory: Designation:
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Annexure 6 - Performance Bank Guarantee

Ref : Bid Number **GEM/2025/B/6762477** Dated: **07/10/2025** - *Procurement of Desktop PCs.*

TO,
CENTRAL BANK OF INDIA
MUMBAI

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

1) We, ----- (Bank) (hereinafter called “the Bank”), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time upto ----- any money or moneys not exceeding a total sum of Rs----- (Rupees-----only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of failure of computer hardware to perform as per the said contract, and also failure of the contractor to maintain the computer hardware and systems as per the terms and conditions of the said contract.

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

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

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

5) In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and

other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

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

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

8) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un-cancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax or registered post to our local address as mentioned in this guarantee.

10) Notwithstanding anything contained herein above:-

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

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

Date this ----- day of ----- 2025 at -----

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

Annexure 7: Integrity Pact

Integrity Pact

Between

Central Bank of India hereinafter referred to as “The Principal”,

And

..... hereinafter referred to as “The Bidder/ Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ contractor(s)

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed

agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at Annexure 22.

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

f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter

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

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings”. (As given in the Annexure 22)

Section 4 – Compensation for Damages

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

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

Section 5 – Previous Transgression

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

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

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

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

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

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

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

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

Section 8 – Independent External Monitor / Monitors

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

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

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

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

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. Parties to this agreement agree that they shall not approach the courts while representing the matter to IEM and will await IEM’s decision in the matter. Parties to this

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

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

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

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

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.

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

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

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

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

Section 11- FALL CLAUSE

11.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying same/exact product/systems or subsystems/services (i.e. same scope, deliverables, timelines, SLAs & pricing terms) at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the

contract has already been concluded.

Signed, Sealed and Delivered for the Principal	Signed, Sealed and Delivered for the Bidder
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____
Company Seal	Company Seal
Witness I	Witness II
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____

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