सेन्ट्रल बैंक ऑफ़ इंडिया
Central Bank of India
1911 से आपके लिए ''केंद्रित'' "CENTRAL" TO YOU SINCE 1911

CENTRAL BANK OF INDIA,

REGIONAL OFFICE, NASIK – 422007

Request for Proposal (RFP)

(RO/RCC/RFP/2026-27:01 dated 16/09/2026)

For Annual Maintenance Contract (AMC) of Computer Hardware and Peripherals at Branches & Offices under Nasik Region for the period of 01/11/2026 to 31/10/2027 & extension for 1 year further based on quality of service rendered.

Important Dates

RFP Commencement Date	16th September 2026
Pre Bid Meeting	23th September 2026, 03:00 PM
Last Date and Time for Submission of Bid Mode of Bid submission	7th October 2026 Government e Marketplace (GeM)
Date and Time of Eligible Bid (i.e. Technical Bid) Opening	8st October 2026
Date and Time of Commercial Bid opening	9rd October 2026
Address for Communication	Central Bank of India, 2nd Floor, Regional Office, P-63,MIDC Satpur, Nasik – 422007 Email – Id rccnasiro@centralbank.co.in
RFP Document Cost (Non-refundable)	₹ 2,000/- (Rupees Two Thousand Only) in Current account 3685459713 of Central Bank of India (IFSC code – CBIN0280708) with narration Tender ref no RO/RCC/RFP/2026-27:01 through NEFT/RTGS and attach the proof along with eligibility criteria.
EMD Amount (Refundable)	₹ 50,000/- (Rupees Fifty Thousand Only) in the form of Demand Draft in favour of Central Bank of India payable at Nasik.
No. of attachments	Two (2) attachments. Attachment1 containing: Technical Bid (Proof of Document Cost + photo copy of DD of EMD) Attachment2 containing: Commercial Bid

Note:-

- Any bid received after last date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this.
- Bidder to submit all relevant documents in support to claim eligible exemption from the tender document fee / Performance Guarantee, if any, applicable for Company / Firms such as MSMEs.
- In accordance with Government of India guidelines, Micro and Small Enterprises are eligible to get tender documents free of cost and also exempted from payment of earnest money deposit upon submission of valid MSME certificate copy.

List of abbreviations

AMC	Annual Maintenance Contract
ATS	Annual Technical Support
BOM	Bill of Material
CBS	Core Banking Solution
CGST	Central Goods AND Services Tax
CO	Central Office
CSP	Cloud Solution Provider
DC	Data Centre
DRC	Disaster Recovery Centre
EMD	Earnest Money Deposit
FY	Financial Year
GST	Goods and Services Tax
GSTR	Goods and Services Tax Return
IGST	Interstate Goods and Services Tax
ITR	Input Tax Credit
JV	Joint Venture
LOI	Letter of Intent
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
PO	Purchase Order
RFP	Request for Proposal
RO	Regional Office
SGST	State Goods and Services Tax
SLA	Service Level Agreement
TCO	Total Cost of Ownership
ZO	Zonal Office

Contents

1. Introduction 6
2. Eligibility Criteria 7
3. Scope of Rate Contract 8
4. Maintenance Standards 11
5. Escalation Details and Changes 12
6. Software Support 13
7. Quarterly Preventive Maintenance 13
8. Tender Process 14
9. Technical Offer (TO) 15
10. Indicative Commercial Offer (CO) 15
11. Late Bids 16
12. Erasures or Alterations 16
13. Jurisdiction Clause 16
14. Validity Period 16
15. Opening of Offers 16
16. Evaluation Process 16
17. Commercial Evaluation Process 17
18. No Commitment to Accept Lowest or Any Tender 17
19. Award of Contract 17
20. Rejection of Bid 18
21. Termination of Contract 18
22. Indemnity & Limitation of Liability 19
23. Liquidated Damages 21
24. Confidentiality 21
25. Force Majeure 22
26. Execution of Contract, SLA and NDA 22
27. Privacy and security safeguards 23
28. Governing Law and Jurisdiction 23
29. Compliance with Laws 23
30. Violation of terms 24
31. Corrupt and Fraudulent Practices 24
32. Signing Of Contract 24
33. Performance Bank Guarantee 24
34. General Condition 25
35. Minimum Wages 26
36. Asset Details 27
37. Contact Details 27
38. Checklist 28
39. Annexure-1 Conformity Letter 29
40. Annexure-2 Eligibility criteria 30
41. Annexure-3 Undertaking letter 32
42. Annexure-4 Bidder's Information 33
43. Annexure-5 Engineer details as per Reference Sites 34
44. Annexure-6 List of Customer Reference 35

45. Annexure-7 Commercial Bid 36
46. Annexure-8 Undertaking for acceptance of terms of RFP 37
47. Annexure-9 Integrity Pact 38
48. Annexure-10 Non-Disclosure Agreement 43
49. Annexure-11 Performance Bank Guarantee 47
50. Annexure-12 Guidelines on banning of business dealing 50

1. Introduction

Central Bank of India, a Public Sector Bank (hereinafter referred to as Bank) has its Central Office at Chandermukhi, Nariman Point, Mumbai – (400021) and Regional Office at P-63, MIDC Satpur, Nasik 422007. The Bank is having around 4608 branches spread across the country. Nasik Region geographically spread across three districts Nasik, Dhule and Nandurbar.

Regional Office, Nasik invites offer from reputed vendors to provide AMC services for Various Desktops, Printers and Scanners (various Make/Models) at branches / offices under Nasik Region spread across Nasik, Dhule and Nandurbar districts.

District wise office locations are as follows:

Nasik :- Ambad, Nasik, Nasik Road, Goverdhan, Madsangvi,Mhasrul, Canada Circle, Sinnar, Pimpalgaon Baswant, Dindori, Panchavati, Jalalpur, Satpur, Manmad, Bhausaheb Nagar, Mahiravani, Malegaon, Varkhede, Indiranagar, Nampur

Dhule :- Dhule, Kumarnagar, Dahivel, Arvi, Shirpur, Mahasdi, Sindkheda, Dondaicha, Vikhran, Borvihir, Palasner, Shirud, Boris, Mukti, Thalner, Virdel, Kasare, Jaitane, Malpur, Jalod, Fagane, Ner, Samodha

Nandurbar :- Sarangkhede, Ashte, Chhadvel Korde, Pratappur, Khondamali, Nandurbar, Shahada, Taloda, Aslod, Khapar, Bramhanpuri, Bamkhede, Chinchpada, Mhasvad, Koparli, Rajabardi, Borad, Mandvi, VanyaVihir

2. Eligibility Criteria

S. No.	Pre-qualification criteria	Documentary Evidence
1	Bidder should be a registered company under Indian Companies Act.1956/2013 and should have been in existence for a minimum period of 3 years in India, as on date.	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office of the bidder.
2	Bidder shall have an annual turnover of ₹ 2 Crores in last three financial years i.e., 2023-24, 2024-25 and 2025-26 as per the audited balance sheet available at the time of submission of Bid, in providing the support services.	Copies of last three financial years' relevant audited balance sheets shall be submitted with the Bid.
3	The Company shall have made operating profits in last three financial years i.e., 2023-24, 2024-25 and 2025-26 as per the audited balance sheet available at the time of submission of Bid.	Copies of last three financial years' relevant Profit and Loss statement shall be submitted with the Bid.
4	The bidder shall have experience of 3 years in customer support services field in banking industry. The bidder shall be currently engaged in similar AMC contracts with at least two Scheduled Commercial Banks or Government Department other than Central Bank of India.	Satisfactory performance certificate / Purchase Order from customers shall be submitted.
5	The bidder shall have Income Tax PAN; TIN No, GST No. and the latest Clearance Certificate. Bidder shall not have any arrears in Tax Payments.	Self-attested copies of PAN Card, TIN No, GST Certificate and latest Income tax return (FY 2025-26) are to be submitted.
6	Bidder shall be a firm/company with ISO Certification	Copy of certificate
7	The bidder shall have not been blacklisted by any of Government Authority or Public Sector Undertaking (PSUs)/Public Sector Banks (PSBs) due to lack of support/services and malpractices.	Undertaking on bidder's letter head that they are not blacklisted by any of the Govt. Authority or PSUs/PSBs as on date of submission of the Bid. (Annexure – 3)
8	The bidder shall have presence of sufficient number of technical support staff/service centre base in the cities where branches/offices of Nasik Region are located.	Proof of existence for support centers and manpower details with phone number shall be attached.
9	The bidder shall be a company / firm currently providing AMC services with at least two Schedule Commercial Banks among which at least 1 should be Public Sector Bank in India.	Satisfactory performance certificate / Purchase Order from customers shall be submitted.
10	The bidder shall be a company/firm having proper office address in Maharashtra and ESIC/PF facilities should be available to all its employees	For address proof – GST certificate showing office address/ shop establishment certificate/rent agreement / ownership document + utility bill (like electricity bill) For PF – ESIC/EPFO registration certificate
11	If in last two years, bidder have provided AMC support to any Region of Central Bank of India under Pune Zone then no adverse report from RO to be reported	Satisfactory certificate from ROs where service provided in last two years should be attached.

3. Scope of Rate Contract

The Objective of this RFP is to enter rate contract with bidder for Comprehensive On-site Annual Maintenance of Computer Hardware items listed in this RFP.

3.1 The Rate Contract would be for Annual Maintenance of following hardware items:-

- Desktop PCs (Hardware AMC and OS / applications / Middleware support)
- Desktop PCs (OS / applications / Middleware support)
- Gateway PC (Hardware AMC and OS /applications /Middleware support)
- Gateway PC (OS /applications /Middleware support)
- Dot Matrix Printer 136 columns, 80 columns, 40 columns
- Passbook Printer
- High speed scanner
- Laser / Inkjet / Desktop Printer
- Flatbed Scanner,
- CTS Scanner
- Laptop

3.2 The AMC shall consist of preventive and corrective maintenance of the Computer Systems/machines and will include supply and replacement of unserviceable parts at vendor's own cost. Preventive maintenance to be done at least once in a quarter and corrective as and when required.

3.3 The bidder will maintain the quarterly inventory of all the hardware and peripherals under AMC. Actual amount of billing shall be based on the inventory. Inventory of items will include type of hardware/peripheral, Make & Model, Serial No., and Under Warranty/Out of Warranty.

3.4 Bidder will submit branch wise inventory duly signed & stamped by concerned Brach/Office to Regional Office for billing purpose. Bank reserves right to randomly verify the inventory submitted by bidder. In case of any discrepancies, Bank also have right to cancel the contract with the bidder.

3.5 While creating the inventory as per point above bidder will also list out the hardware items which are obsolete and required to be disposed.

3.6 The bidder will provide One Resident Engineer (RE) at Regional Office and at least one qualified field engineer (FE) per district (Nasik, Dhule and Nandurbar) in Region. All engineers should be well qualified and have experience (at least 2 to 3 years) for handling issues related to Hardware and OS / applications / Middleware support. Background verification of the Resident Engineer shall be the responsibility of the Bidder. Bank will require a copy of the Background Verification report while on-boarding the Resident Engineer.

3.7 The bidder will provide a dedicated phone number and email id to log the complaints/service requests. The bidder will provide maintenance service in response

to mail, telephone notice by any Central Bank of India branches. The bidder will provide escalation matrix for the same. It will be the duty of the Call Coordinator / Resident Engineer to ensure that all calls are closed within the specified time limit.

3.8 The bidder will align a qualified field engineer (FE) to correct any faults and failures in the hardware and will arrange repair and replace any defective parts of the hardware during bank's normal local working hours. In cases, where any part of the hardware need replacement, the bidder will replace such parts, at no extra cost to bank, with brand new parts or those equivalent to new parts in performance. If any of the peripherals, components like hard disk etc. is not available or difficult to procure, is causing delay in replacement, a standby hardware of equivalent capacity or higher capacity at no additional charges will be provided to bank branch.

3.9 The following activity also to be completed by the FE/Residential engineer while formatting of the Desktops due to any reason (including but not limited to malfunctioning; virus infected PC; slowness etc) and repairing of other hardware like Scanners/ Printers etc in the Branches/ Offices: -

- Installation/up-gradation of required software/operating system applications as specified by Bank without any extra cost to Bank.
- Installation of printers / scanners and settings / configurations to be done as per bank's requirements.
- Bank will provide the relevant software and required configuration of the software to RE.

3.10 Installation/reinstallation of Operating System after formatting the Desktops/Laptop due to any reason whatsoever during AMC period shall be done by FE without any extra cost to the Bank. Before formatting, backup of data and restoration of data after OS installation is FE's responsibility. After OS Installation or reinstallation engineer must complete the installation / configuration of all the required software.

3.11 The bidder will ensure that the CDs/DVDs/Pen Drives/HDD used by its field engineers during repairs / maintenance will be free of any virus. In case it is conclusively proved that the machine has been infected with a virus from the engineer's hard disk/Pen Drive, the expenses incurred by the Bank for recreating the data will be recovered from the bidder.

3.12 All the items (Hardware & Software) would be covered under comprehensive AMC except consumables/burn cases. All other hardware replacement should be done without any extra cost to bank. The list of hardware branch wise will be provided to successful bidder. If there is any gap between Bank's requirement and AMC hardware, then it will be the responsibility of bidder to fill up the gap. Consumable items are as under: a) Laptop - batteries & adapter will come under consumable item. b) Printer - Ribbon, Cartridge. All consumable items may be replaced at market price only with no extra service cost to bank and such market price shall be applicable till the tender is enforced i.e., from the date of acceptance of market price till the end of tender.

3.13 The bidder will accomplish preventive and breakdown maintenance activities to ensure that the hardware equipment execute without defect or interruption of operation and give at least 95% uptime on quarterly basis. If the service support is not up to the expectations of the Bank, Bank may at its own discretion reject the proposal in total, without assigning any reason.

3.14 The bidder will have to ensure up-gradation of System software, on the hardware covered under this agreement, without any extra cost to bank. The up-gradation may include but is not limited to below activities:

- Up-gradation of Microsoft Windows OS to Win 11 or higher / patches/ updates
- Updating / Installation of new bank software or application in branch/offices

3.15 **Preventive Maintenance:** The bidder will conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all the diagnostics, cleaning and removal of dust from the exterior and interior of the hardware, and necessary repairing of) once within a quarter.

3.16 **Shifting of hardware to another site:** In case of shifting of entire branch/office from existing premise to another, shifting will be responsibility of the bank. However, the reinstallation of equipment / hardware under AMC will be done by bidder in old and new premises respectively, at no extra cost to bank.

3.17 The bidder (via RE) will maintain at bank's site, a machine wise written maintenance and repair log and record therein each incident of hardware/software malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed on hardware together with a description of the cause for work, either by description of the malfunction or as regularly scheduled Preventive Maintenance. Bank will use the same log for recording the nature of faults and failures observed in the hardware, the date and time of their occurrence and downtime.

3.18 Based on business requirement in future, Bank may close any of the branch / offices, therefore Hardware at those locations may be utilized at other offices and will be included in AMC through different location.

3.19 Based on requirement from branches bank may replace old hardware with new one, the new hardware will be under warranty and will not be covered under AMC.

3.20 **Penalty:** All software calls should be attended on the same day of intimation of issue. Hardware related calls to be attended within 24 hours (excluding holidays) from registration of complaint with Resident Engineer (RE) at Regional Office and replacement of any part should be carried out within further 24 hours of detection of fault by Field Engineer.

In case the original bank hardware is replaced with a standby, the temporary substitute machine will be replaced with the original machine duly repaired within 3 days failing which the above damages will be incurred for the number days exceeding 3 days.

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

SNo	Item	Penalty per day (₹)
1	Gateway PC	Rs. 2000/-
2	Desktop PC	Rs. 500/-
3	DMP Printers (136 col. & 80 col.)	Rs. 500/-
4	Passbook Printers	Rs. 500/-
5	Laser / Ink Jet Printer	Rs. 500/-
6	Scanner	Rs. 200/-
7	Laptop	Rs. 500/-
8	Any other device	Rs. 200/-
9	Absence of RO residential engineer	Rs.500/-

In case of delay / inability of the bidder to carry out maintenance, the Bank will be at liberty to get the work carried out by outside bidders and the total expenses paid to such outside bidders for carrying out such maintenance work will be recoverable by the Bank from the Bidder in addition to the penalty to be levied for the delay.

4. Maintenance Standards

4.1 All field team visiting our offices should be employees of the company. The staff strength and posted locations are to be mentioned in your response to our RFP.

4.2 All repair and maintenance services described herein shall be performed by qualified maintenance engineers who are completely familiar with the equipment which they are dealing with. They will be competent enough to install or rectify all equipment under their AMC service to the satisfaction of the bank. They may be guided by the RE for any technical assistance.

4.3 RE must ensure that bank's systems are being installed by the field team as per the guidelines issued by the bank. Any lapse or deviation in this regard will be treated as nonattendance of complaint and penalty will be levied until it is rectified.

4.4 Field team or any service team will not unnecessarily contact our office to raise queries on service matters. Maximum concerns should be dealt by the RE or competent alternative in the bidder company. However, the RE may contact RCC for guidance on any matter which is not yet clarified. In case of absence of RE, alternate engineer should be available at Regional Office.

4.5 For OS related issues in which formatting of hard disk is necessary, data backup should be done in advance and need to be restored as per satisfaction of the computer user after formatting only. If required, FE should take out HDD from branch only after formatting of HDD. All peripheral equipment should be re-connected, tested and shared after installing the OS. All necessary software of the banks should be installed, AV installation and AD joining or any other requirement as per branch. Bank has implemented Data Leak Prevention. Accordingly Data encryption and decryption provision should be made before formatting the Hard Disk in line with Bank's policy.

4.6 During installation or repair of computers under AMC, all connected peripherals such as printers, scanners and Biometric Devices should be installed even if the said equipment doesn't come under AMC. Installed printers should be shared on the network computers. However, peripherals which are in inoperable condition may be excluded.

4.7 Repair work for any faulty equipment will be carried out at onsite basis. If such repair is unsuccessful, bidder may take the equipment to their nearest service centre to perform the repairs. However, in such cases, standby equipment of equal specification should be provided by the bidder and made working so that bank work may not be affected due to the down time.

4.8 RE will maintain details of all opened/closed cases and produce the status as and when required by bank. They should make sure that any pending down calls is closed only after the required maintenance activities are fully completed.

4.9 Any complaints which found to be closed without bank's confirmation will be treated as pending since the original date of lodging the complaint and penalty will be imposed.

4.10 The bidder shall maintain the equipment as per OEM/Manufacture's guidelines and shall use standard and original/genuine parts/components for replacement.

4.11 The engineers deployed for branches will get signed branch visit report from Branch Mangers/Officers with a copy to branch. All the copies of Branch Visit reports (Original) in a quarter are to be submitted to Regional Office within 3 days of the quarter end.

4.12 The AMC coordinators of company must ensure their presence during quarterly meeting (if conducted) with Regional Office to share progress on pending issues of branches in order to make maintenance more effective ensuring best services to the branches.

5. Escalation Details and Changes

5.1 Escalation Matrix of company should be shared to the bank for escalating service-related concerns. This should include District level and Regional level officials.

5.2 The bidder shall promptly inform any changes in key persons of escalation, contact details or any other changes related to the company to the bank.

5.3 It will be the sole responsibility of the company to ensure that no activity pertaining to service support is hindered by the absence of any official. Company may ensure this by appointing sufficient alternate personnel at each level of escalation and informing us.

5.4 Duties of Resident Engineer:-

i. Resident Engineers will work in Regional Office according to the Bank Staff's working hour.

ii. Resolving Hardware / Software related all issues (including Reconfiguration / re-installation of Hardware), Operating Systems, Network configuration, installation of Antivirus/related software & their Patches in the PCs, taking backup and re-installation of OS, installation of printers etc. In any case, the machine should be set right in the minimum possible time.

iii. Configuring E-mail, Domain, Internet, Printers, other banking software's, etc.

iv. Attending and resolving Software / Operating Systems related issues.

v. Logging calls with respective bidders for Hardware problems for items under Warranty.

vi. Any other work assigned, related to Computer Hardware.

vii. The bidder should also maintain the inventory of personal computers and peripherals in specified format with complete details of location and configuration of each PC.

viii. Leave Management of Resident engineer: In case of absence/leave of regular onsite engineer/s, Contractor should provide substitute for the same. In case of absence/substitute not provided, bank is at its discretion deduct proportionate amount from the AMC bill amount payable to the bidder. In case of leave/absence of resident engineer, if other engineer in not be arranged by the bidder, a penalty of ₹ 500/- per day will be imposed and penalty amount will be deducted from AMC payment.

6. Software Support

Bidder should ensure that all new Windows installations are properly activated by suitable means as internet access is not available in any of our locations. Installation will be treated as incomplete if Windows is seen as not activated.

7. Quarterly Preventive Maintenance

Preventive Maintenance (PM) should be done for all the assets, covered in this AMC contract once in every quarter.

7.1 PM activity shall cover dusting, cleaning and testing all items under AMC. All equipment should be serviced using appropriate method for failure free operation.

7.2 Sufficient inventory of spares such as SMPS, power cable etc. shall be maintained by Resident Engineer at Regional Office level and to be carried with by service personnel while attending the complaints/service requests to provide immediate replacement for faulty items.

7.3 Complaints should be attended of all hardware items, under AMC, which are found to be not in working condition during PM visit without need for any call to be raised from the bank's end.

8. Tender Process

8.1 For the purpose of the present RFP, a two-stage bidding process i.e. technical and commercial will be followed. The response to the present RFP will be submitted in two parts, Technical Bid containing the General Terms and Conditions including Compliance to Technical Specifications and Commercial Bid containing the Indicative Commercial Bid. The Bids (Eligibility Cum Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted "ON LINE" shall be summarily rejected. No other form of submission shall be permitted

8.2 In the first stage, only Technical Bid will be opened and evaluated. Those bidders satisfying the eligibility criteria as determined by the Bank and accepting the terms and conditions of this document will be short-listed.

8.3 After completion of above evaluation, indicative Commercial Bid of short-listed bidders will be opened.

8.4 The bid will contain no interlineations, erasures or over writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

8.5 All costs and expenses (whether in terms of time or material or money) incurred by the Recipient/Bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Bidder.

9. Technical Offer (TO)

9.1 The Technical Offer (TO) should be complete in all respects and contain all information asked for in this document. It should not contain any price information. However, TO should confirm that all required rates have been quoted in Indicative Commercial Offer (CO), without showing the actual amounts in the TO.

9.2 It is mandatory to submit the technical details in the prescribed format duly filled in, along with the offer. The Bank, at its discretion, may not evaluate Technical Offer in case of non-submission or partial submission of technical details. The Technical Offer must be submitted in an organized and structured manner. No brochures/leaflets etc. should be submitted in loose form.

9.3 The TO should comprise of following:

a) Conformity Letter as per Annexure-1.
b) Pre-qualification criteria as per Annexure-2.
c) Bidders Information as per Annexure -4.
d) Compliance to RFP Terms and Conditions given in Annexure-3.
e) Engineer Details as per Reference Site Details Annexure-5.
f) List of Customer Reference Annexure-6
g) Mandatory Documents as required as per RFP.
h) Documentation (Product Brochures, leaflets, manuals etc.), if any, filed separately.

• All the annexures should be submitted on company letter head duly signed with seal of the company.
• Signed & Sealed copy of all the pages in RFP and corrigendum if any is to be submitted along with the technical bid.
• Photocopies of relevant documents / certificates as proof in support of various information is to be submitted in aforesaid annexure and other claims made by the bidder.
• The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
• The Bank reserves the right to modify any terms, conditions or specifications of RFP before date of submission of bids. Bidder must submit bid documents as per the changes/modifications while submitting the bid. Notification of amendments/corrigendum will be made available on the Bank's website (www.centralbank.bank.in) and will be binding on all bidders and no separate communication will be issued. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of bids. No post bid clarification of the bidder shall be entertained.

10. Indicative Commercial Offer (CO)

- Indicative Commercial Offer (CO) will give all relevant price information and will quote prices only in Indian Rupees. The indicative CO should not contradict the technical offer in any manner. This must contain all price information.

- The bidders should not offer any options or any conditional offers to the Bank while giving the price information. The offer should strictly be in conformity with the items as specified by the Bank. No additions or deletions to the Annexure are allowed. Any deviations may lead to disqualification of the bid.

11. Late Bids

Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank, will be rejected and/or returned unopened to the Bidder, if so desired by him.

12. Erasures or Alterations

Technical details and indicative commercial quotes must be completely filled up. The corrections or alterations, if any, should be authenticated. In the case of the corrections/alterations not properly authenticated, the offer will be liable for rejection.

13. Jurisdiction Clause

This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute or difference arising between the parties in connection with this Agreement shall be subject to the exclusive jurisdiction of the Courts/Tribunals at Nasik, Maharashtra.

14. Validity Period

The offer should remain valid for 120 Days from the last date of bid submission.

15. Opening of Offers

15.1 Technical Offers will be opened on 8th October 2026. The representatives of the bidders may be present for the opening of the Technical Offers. Such representatives should bring a Letter of Authorization from their respective firms. No separate intimation will be given in this regard to the bidders, for deputing their representatives.

15.2 Commercial bids will be opened only after completely evaluating the technical bids.

15.3 In case the Bank does not function on any of the said dates due to unforeseen circumstances or day being declared a Holiday under NI Act, opening will be postponed to the same hours on the immediate next working day.

16. Evaluation Process

16.1 Bids which do not fulfil the eligibility criteria / conditions relating to Bidders credentials, experience etc. as evidenced through the technical bid documents will be rejected by the Bank.

16.2 The Bank may, at its discretion, waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation and financial impact, provided such waiver does not prejudice or affect the relative ranking of any bidder. Wherever necessary, observations on such 'minor' issues (as mentioned above) may be conveyed to the bidder, asking them to respond by a specified date also mentioning therein that, if the bidder does not respond by the specified date, their bid will be liable to be rejected.

16.3 Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for further process.

16.4 The technical bids will be opened & evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and conforming compliance to all the terms and conditions of RFP document would be further evaluated on technical parameters.

17. Commercial Evaluation Process

17.1 The indicative commercial proposals of only those bidders who are qualified in the technical evaluation would be opened.

17.2 The indicative commercial offer must not contradict the technical offer in any way and should include the indicative cost of all the items offered as per Annexure 7. This must contain all price information in Indian rupees (INR).

17. The final decision on the bidder will be taken by Bank. Bank reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any bidder in the final short-list.

18. No Commitment to Accept Lowest or Any Tender

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

19. Award of Contract

On completion of evaluation of commercial bids, Bank will determine L1 bidder.

However, the Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of contract. The Bank will not be obliged to meet and have discussions with any Bidder, and/or to listen to any representations unless there is change in the terms and conditions of contract.

20. Rejection of Bid

The Bid is liable to be rejected if:

- The document does not bear signature of authorized person in each page and duly stamped.
- It is received through Fax/E-mail.
- It is received after expiry of the due date and time stipulated for Bid submission.
- It is incomplete including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- It is evasive or contains incorrect information.
- Any form of canvassing/lobbying/influence/ query regarding short listing, status etc. is made.
- It does not comply with all the points mentioned in the scope of work. Noncompliance of any RFP clause will lead to rejection of the bid.

21. Termination of Contract

21.1. 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 or 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.

21.2. 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.

21.3. 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.

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

21.5. Termination – Key Terms & Conditions**:** The Bank reserves the right to terminate the agreement with the Bidder / bidder at any time by giving thirty (30) days prior written notice to the Bidder. The Bank shall be entitled to terminate the agreement at any time by giving notice if the Bidder.

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

21.6. Exit Option and Contract Re-Negotiation**:**

(a) The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
   i. Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 21 days of receipt of intimation.
   ii. Delay in delivery, performance or implementation of the solution beyond the specified period;
   iii. Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of The Bank. Inability of the Bidder to remedy the situation within 15 days from the date of pointing out the defects by The Bank. (15 days will be construed as the notice period)
(b) In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.

22. Indemnity & Limitation of Liability

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

i. Bank's authorized / bonafide use of the Deliverables and/or the Services provided by Bidder under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
ii. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, any or all terms and conditions stipulated in the SLA(Service level Agreement) or Purchase Order(PO) and/or
iii. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank and/or
iv. Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
v. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights and/or
vi. Breach of confidentiality obligations of the Bidder contained in this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
vii. Negligence or gross misconduct attributable to the Bidder or its employees, agent or sub-contractors.

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

i. Notifies the Bidder in writing; and
ii. Cooperates with the Bidder in the defense and settlement of the claims.

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

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

i. that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or The Bidder shall indemnify the Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where the Bank does not opt for retention of GST component on supplies.
ii. all claims, losses, costs, damages, expenses, action, suits and other proceedings resulting from infringement of any patent, trade-marks, copyrights etc. or
iii. such other statutory infringements under any laws including the Copyright Act,1957 or Information Technology Act, 2000 or any Law, rules, regulation, bylaws, notification time being enforced in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim however:

a. The Bidder has sole control of the defense and all related settlement negotiations.
b. The Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and bidder is aware of the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect and incidental damages and compensations.

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

23. Liquidated Damages

23.1. If the successful Bidder/Vendor fails to perform the Services within the period(s) specified in the Contract / SLA, the Bank shall, without prejudice to its other remedies under the Contract, deduct penalty from the Contract Price, as Liquidated Damages (LD), for every such default in service.

23.2. Liquidated Damages (LD) shall be 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.

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.

24. Confidentiality

The bidder is bound by this agreement for not disclosing the Banks data and other information. Resources working in the premises of the Bank are liable to follow the rules and regulations of the Bank and are governed by the outsourcing policy of the Bank.

The document contains information confidential and proprietary to the Bank. Additionally, the bidder will be exposed by virtue of the contracted activities to the internal business and operational information of the Bank, affiliates, and/or business partners, disclosure of receipt of this tender or any part of the aforementioned information to parties not directly involved in providing the requested services could result in the disqualification of the bidders, premature termination of the contract, or legal action against the bidder for breach of trust.

No news release, public announcement or any other reference to the order, relating to the contracted work if allotted with the assignment or any program hereunder shall be made without written consent from the Bank.
As the bidder is providing support services for multiple Banks, the bidder at all times should take care to build strong safeguards so that there is no mixing together of information/ documents, records and assets is happening by any chance.
The bidder should undertake to maintain confidentiality of the Banks information even after the termination / expiry of the contracts.
The Non-Disclosure Agreement (NDA) should be entered in to between the Bank and the successful bidder within a period of 21 days from, the date of acceptance of purchase order.

25. Force Majeure

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

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

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of one month due to force majeure situation, the parties shall hold consultations with each other in an endeavor to find a solution to the problem.

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

26. Execution of Contract, SLA and NDA

The bidder and Bank should execute

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

27. Privacy and security safeguards

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

28. 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 subject to jurisdiction of the courts/tribunals in Nasik (Maharashtra).

29. Compliance with Laws

29.1. Compliance with all applicable laws: Successful bidder shall undertake to observe, adhere to, abide by, comply with the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this scope of work and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

29.2. Compliance in obtaining approvals/permissions/licenses: Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this 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.

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

30. 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**.**

31. 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**.**

32. Signing Of Contract

The successful bidder to be called as bidder, shall be required to enter into an Agreement with the Bank, within 21 days of the award of the work order (when provided) or within such extended period as may be specified by the bank.

33. Performance Bank Guarantee

33.1. As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) from scheduled commercial Bank, in the format given by the Bank in Annexure-11, for 10% of the total project cost valid for 27 months (24 months contract period + 3 months 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.

33.2. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favour with authorization to sign the documents.

33.3. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.

33.4. In the event of the Successful Bidder being unable to service the contract for whatever reason, Bank may provide a cure period of 30 days and thereafter invoke the PBG, if the bidder is unable to service the contract for whatever reason.

33.5. In the event of delays by Successful Bidder in AMC support, service beyond the schedules given in the RFP, the Bank may provide a cure period of 30 days and thereafter invoke the PBG, if required.

33.6. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract. 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.

33.7. The Bank shall also be entitled to make recoveries from the Successful Bidder's bills or any other amount due to him, the equivalent value of any payment made to him by the bank due to inadvertence, error, collusion, misconstruction or misstatement.

33.8. The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG

34. General Condition

34.1 Payment Terms

Payment will be released by the Regional office from where the purchase order is issued. All the Payment shall be made in INR only. Payment terms are as under:

a. Bank will make payment post facto on quarterly basis i.e. after the completion of the respective quarter. Payment shall be released within 30 days from submission of all relevant documents complete in all respect found in order by the office.

b. The payments will be released through NEFT / RTGS after deducting the applicable LD/Penalty, TDS if any. The Successful Bidders has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code, GSTIN, State Code, State Name, HSN Code etc.

34.2 Fixed Price and Taxes

(A) The commercial offer shall be on a fixed price basis, exclusive 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

Goods and Services Tax Law in India is a Comprehensive, multi-stage, destination-based tax that will be levied on every value addition. Bidder shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder-

TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the supplier of taxable goods and services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances contained in the statutes include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person.

It is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit (ITR) to the Bank by way of commensurate reduction in the prices under the GST Law.

If 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.

35. Minimum Wages

The bidder hereby agrees and undertakes that during the subsistence of this agreement it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Code on Wages, 2019.

36. Asset Details

Below are the types of products, which are to be covered.

S. No	Asset Type	Product in Use	Approx. Quantity
1	Desktop PCs (Hardware AMC and OS / applications / Middleware support)	Acer, HCL, HP, Lenovo, Dell etc.	226
2	Desktop PCs (OS / applications / Middleware support)	Acer, HCL, HP, Lenovo, Dell etc.	99
3	Gateway PC (Hardware AMC and OS /applications /Middleware support)	Acer, HCL, HP, Lenovo, Dell etc.	44
4	Gateway PC (OS /applications /Middleware support)	Acer, HCL, HP, Lenovo, Dell etc.	18
5	Dot Matrix Printer 136 / 80 col.	Epson, Lipi, TVS etc.	55
6	Passbook Printer	Epson, Lipi, Olivetti, TVSE etc	57
7	Laser / Inkjet / Desktop Printer	HP, Samsung, Canon etc	100
8	Flatbed Scanner	HP Scanjet, Epson etc	35
9	CTS Scanner	Digital Check/Canon	61
10	ADF Scanner	Canon	62
11	Laptop	Dell, Acer, HP etc	1
12	Cash Receipt printers	TVS RP 45	62

The Bank reserves the right to alter the hardware quantities mentioned in offer. The bank also reserves the right to add or delete one or more item from the list of items specified in offer. The Bank also reserves right to add or delete name of any branch. The Branches where hardware is currently under warranty period may be later added under on-going AMC, after expiry of warranty period of such branches. Similarly, branches where in old hardware is replaced with new hardware will be removed from AMC purview. Actual branch-wise and asset-wise list of hardware shall be provided by Regional Office while awarding AMC contract purchase order. PRODUCT IN USE COMPNAY MAY BE CHANGE

37. Contact Details

For further clarifications, if any, you may contact on the following address:

Regional Computer Center,
Central Bank of India,
Regional Office, Nasik
P-63, MIDC SATPUR,
Nasik 422007
Email: rtccnasi@centralbank.bank.in

38. Check List :

Sr	Particulars	Bidders Remark Yes/No
1	Certificate of incorporation	
2	Audited Balance sheets of last three years 2023-24, 2024-25, 2025-26	
3	CA certificate for three years average turnover for financial years 2023-24, 2024-25, 2025-26	
4	CA certificate for operating profit for last three financial years 2023-24, 2024-25, 2025-26	
5	CA certificate for positive net worth for last three financial years 2023-24, 2024-25, 2025-26	
6	Self-declaration by the Authorized Signatory for not have filed for bankruptcy in any country including India on company letter head	
8	Self-declaration on Company's letter head should not have been blacklisted/debarred/	
9	Self-declaration on Company's letter head Bidder should not have any pending litigation or any dispute arises	
10	Self-declaration on Company's letter head • NPA • Any case pending with any Bank / Financial Institution	
11	Document Cost	
13	Bid Security	
14	Annexure-1 Conformity Letter	
15	Annexure-2 Pre-qualification criteria	
16	Annexure-3 Undertaking Letter	
17	Annexure-4 Bidder's Information	
18	Annexure-5 Engineer details	
19	Annexure-6 List of Customer Reference	
20	Annexure-7 Commercial Bid	
21	Annexure-8 Undertaking for acceptance of term of RFP	
22	Annexure-9 Integrity Pact	
23	Annexure-10 Non-Disclosure Agreement	
24	Annexure-11 Performance Bank Guarantee	
25	Annexure-12 Guidelines on banning of business dealing	

Annexure-1

Conformity Letter

Pro forma of letter to be given by all the bidders participating in the RFP for Annual Maintenance Contract (AMC) of Computer Hardware and Peripherals at Branches & Offices under Nasik Region, on their official letter-head

To Date:

Regional Head,
Central Bank of India, Regional Office,
P-63, SATPUR MIDC, NASIK,
422007

Sir,

Sub: Tender No RO/RCC/RFP/2026-27:01 for Annual Maintenance Contract (AMC) of Computer Hardware and Peripherals at Branches & Offices under Nasik Region.

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

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

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

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

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP document and the related addendums and other documents including the changes made to the original tender documents issued by the Bank.

Yours faithfully,

Authorized Signatory

Designation

Company name

Annexure-2

Eligibility Criteria

S. No.	Pre-qualification criteria	Compliance Yes/No	Document Provided
1	The bidder shall be a company/firm incorporated in India		
2	Bidder shall have an annual turnover of ₹ 2 Crores in last three financial years i.e., 2023-24, 2024-25, 2025-26 as per the audited balance sheet available at the time of submission of Bid, in providing the support services.		
3	The Company shall have made operating profits in last three financial years i.e., 2023-24, 2024-25, 2025-26 as per the audited balance sheet available at the time of submission of Bid.		
4	The bidder shall have experience of 3 years in customer support services field in banking industry. The bidder shall be currently engaged in similar AMC contracts with at least one Scheduled Commercial Banks or Government Department other than Central Bank of India.		
5	The bidder shall have Income Tax PAN; TIN No, GST No. and the latest Clearance Certificate. Bidder shall not have any arrears in Tax Payments.		
6	Bidder shall be a firm/company with ISO Certification		
7	The bidder shall have not been blacklisted by any of Government Authority or Public Sector Undertaking (PSUs)/Public Sector Bank (PSBs) due to lack of support/services and malpractices.		
8	The bidder shall have presence of engineers/technical support/service center base in the cities where branches/offices of Nasik Region are located.		
9	The bidder shall be a company / firm currently providing AMC services with at least two Schedule Commercial Banks		

	among which at least 1 should be Public Sector Bank in India.		
10	The bidder shall be a company/firm having proper office address in Maharashtra and ESIC/PF facilities should be available to all its employees		
11	If in last two years, bidder have provided AMC support to any Region of Central Bank of India under Pune Zone then no adverse report from RO to be reported		

We hereby declare that all the information & Statements made in this RFP are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to all terms & conditions of the RFP.

Yours faithfully,

Date:

Signature _____

Name _____

(Name & Designation, seal of the firm)

Annexure-3

Undertaking letter

Pro forma of letter to be given by all the bidders participating in the RFP for Annual Maintenance Contract (AMC) of Computer Hardware and Peripherals at Branches & Offices under Nasik Region, on their official letter-head

To Date:

Regional Head,
Central Bank of India, Regional Office,
P-63, SATPUR MIDC, NASIK,
422 007

Sir,

Sub: Tender No RO/RCC/RFP/2026-27:01 for Annual Maintenance Contract (AMC) of Computer Hardware and Peripherals at Branches & Offices under Nasik Region.

We _____(bidder name), hereby undertake that-

• We have not filed for bankruptcy in any country including India

• We have not been blacklisted/debarred by any Government Authority/Govt/IBA/RBI/PSU/PSE/ or Banks , Financial Institutes for any reason or non-implementation/delivery of the order at the time of bidding..

• We also undertake that, at the time of bidding, not have been any pending litigation or any legal dispute in the last five years, before any court of law between the Bidder or OEM and the Bank regarding supply of goods/services.

• No legal case is pending against firm that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

• We also confirm that we are not a NPA holder in any Bank/Financial Institution in India

• We confirm that no case is pending or otherwise, with any organization across the globe which affect the credibility of the Bidder in the opinion of Central Bank of India to services the needs of the Bank.

Yours faithfully,

Authorized Signatory

Designation

Bidder corporate name

Annexure-4

Bidder's Information

Sr.	Particulars	Details
1.	Name of bidder	
2.	Constitution	
3.	Address	
4.	Authorized Person for bid	
5.	Contact Details	
6.	Years of Incorporation	
7.	Number of years of experience in IT hardware items	
8.	Number of Technically qualified staff with bidder on payroll	
9.	Turnover (In Rs) 2023-24: 2024-25: 2025-26: (submit audited B/S for last 3 years)	
10.	Profit (In Rs) 2023-24: 2024-25: 2025-26: (submit audited P/L for last 3 years)	
11.	Number of service outlets across Maharashtra	
12	Good and Service Tax Number	
13	Income Tax Number	
14	Whether all RFP terms & conditions complied with.	

Signature:
Name:-
Designation:-
Seal of company:

Date:

Annexure-5

Engineer details

S.No	Region Centre	No. of Service Centres	Name and Contact of Engineers Available
1	Nasik		1. Name : Contact: 2. Name : Contact:
2	Dhule		1. Name : Contact: 2. Name : Contact:
3	Nandurbar		1. Name : Contact: 2. Name : Contact:

We hereby confirm that above engineers are qualified to work in Banking Environment. They have an experience of 2-3 years in the field. There profile has been verified by the company and have found them to be of fine character.

Dated this……..day of ……2026

Authorized Signatory:
Place: Name & Designation:

Note: Separate Sheet may be attached with the list of engineer's available center wise. The no. of engineers should be such that, the bidder can provide satisfactory services at each location.

Annexure-6

List of Customer Reference

S.No.	Name and complete Postal Address of the Customer	Contact Details of the Officer issuing Work Orders	Details of the services provided to the customer during last 2 years	Whether reference Letter enclosed
1		Name: Designation: Mobile: E-mail:		
2		Name: Designation: Mobile: E-mail:		
3		Name: Designation: Mobile: E-mail:		

We have submitted in this regard along with contact details of the firms for our verification.

We hereby declare that the information submitted above is true to the best of our knowledge.

We understand that in case any discrepancy is found in the information submitted by us our tender is liable to be rejected.

Authorized Signatory:
Name & Designation:

Place:
Date:

(Note: submit satisfactory work certification in support of above customer references**)**

Annexure - 7

Commercial Bid

Pro forma of letter to be given by all the bidders participating in the for Annual Maintenance Contract (AMC) of Computer Hardware and Peripherals at Branches & Offices under Nasik Region, on their official letter-head

Amount in Indian Rupee Excluding Taxes

SNo	**Asset Type**	**Quantity for the purpose of TCO**	**Unit rate for asset maintenance**	**Total Amount**
		A	**B**	**C = (A * B)**
1	Desktop PCs (Hardware AMC and OS / applications / Middleware support)	226		
2	Desktop PCs (OS / applications / Middleware support)	99		
3	Gateway PC (Hardware AMC and OS /applications /Middleware support)	44		
4	Gateway PC (OS /applications /Middleware support)	18		
5	Dot Matrix Printer 136 / 80 col.	55		
6	Passbook Printer	57		
7	Laser / Inkjet / Desktop Printer	100		
8	Flatbed Scanner	35		
9	CTS Scanner	61		
10	ADF Scanner	62		
11	Cash Receipt Printer	62		
12	Laptop	1		
	Total Cost of Ownership			

Signature of the bidder with Seal

Annexure - 8

Undertaking for acceptance of terms of RFP

SUB: Pro forma of letter to be given by all the bidders participating in the RFP for Annual Maintenance Contract (AMC) of Computer Hardware and Peripherals at Branches & Offices under Nasik Region

Ref:- **Tender No RO/RCC/RFP/2026-27:01** RFP for Annual Maintenance Contract (AMC) of Computer Hardware and Peripherals at Branches & Offices under Nasik Region

We understand that Bank shall be placing Order to the Successful Bidder exclusive of taxes only.

1. We confirm that in case of invocation of any Bank Guarantees submitted to the Bank, we will pay applicable GST on Bank Guarantee amount.
2. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
3. We here by confirm to undertake the ownership of the subject RFP.
4. We hereby undertake to provide latest product / software with latest version as a replacement of damaged / faulty parts.
The charges for the above have been factored in Total Cost of Ownership (TCO), otherwise the Bid is liable for rejection. We also confirm that we have not changed the format of Commercial Bid.

Date

Signature with seal
Name
Designation

Annexure - 9

Integrity Pact

Between

Central Bank of India hereinafter referred to as **"The Principal"**,

And

…… hereinafter referred to as **"The Bidder/ Contractor"**

Preamble

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

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

Section 1 – Commitments of the Principal

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

a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

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

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

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

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

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

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

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the

Bidder(s)/Contractor(s).Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page nos. 6-7) e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is attached as Annexure-12.

Section 4 – Compensation for Damages

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

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

Section 5 – Previous transgression

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

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

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

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

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

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

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

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

Section 8 – Independent External Monitor / Monitors

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

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

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

information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.

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

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

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

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

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

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

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

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

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

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

(For & On behalf of the Principal)	(For & On behalf of Bidder/ Contractor)
(Office Seal)	(Office Seal)
Place ----------	
Date ----------	
Witness 1:	Witness 1:
(Name & Address)	(Name & Address)
_____	_____
_____	
_____	
Witness 2:	Witness 2:
(Name & Address)	(Name & Address)
_____	_____
_____	

Annexure-10

Non-Disclosure Agreement

This Agreement made at _____, on this _____ day of _____ 2026.

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

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

WHEREAS:

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

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

1. Confidential Information: "Confidential Information" means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. 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 therefor.

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.

2. 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.

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

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

4. 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.

5. 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.

6. 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.

7. Entire Agreement, Amendment, and Assignment: This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

8. 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 Nasik.

9. 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.

10. 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, its officers, employees, agents or consultants.

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

For and on behalf of

_____

Name of Authorized signatory:

Designation:

For and on behalf of

CENTRAL BANK OF INDIA

_____

Name of Authorized signatory:

Designation:

Annexure-11

Performance Bank Guarantee

TO,

CENTRAL BANK OF INDIA

NASIK

----------.

In consideration of Central Bank of India having Registered Office at Chandermukhi Building, Nariman Point, Mumbai 400 021 (hereinafter referred to as "Purchaser") having agreed to purchase Annual Maintenance Contract of 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 maintained 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"), 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 that 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 surety ship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

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

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

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

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

10) Notwithstanding anything contained herein:-

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

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

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

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

Date this ---------- day of ---------- 2026 at ----------

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

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

Annexure - 12

Guidelines on banning of business dealing

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

1. Introduction

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

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

2. Scope

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

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

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

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

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

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

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

3. Definitions

In these Guidelines, unless the context otherwise requires:

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

ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:

a) If one is a subsidiary of the other.

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

c) If management is common;

d) If one owns or controls the other in any manner;

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

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

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

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

d) For Zonal Offices only

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

e) For Corporate Office only

For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Head of GAD shall be the "Competent Authority" and concerned Executive Director (GAD) shall be the "Appellate Authority".

e) Managing Director & CEO, CENTRAL BANK OF INDIA shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

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

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

4. Initiation of Banning / Suspension

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

5. Suspension of Business Dealings

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.13 Continued poor performance of the Agency in several contracts;

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

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

7 Banning of Business Dealings

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

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

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

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

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

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

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

After considering the reply of the Agency and other circumstances and facts of the case, ED (GAD) will submit the case to the Competent Authority to take a final decision for Bank-wide banning or otherwise.

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

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

• Banning of the agencies shall apply throughout the Bank including Subsidiaries.

• Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to

Executive Director, GAD to place it before Executive Directors" Committee (EDC) with ED (GAD) as Convener of the Committee.

• The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, GAD.

• If EDC opines that it is a fit case for initiating banning action, it will direct ED (GAD) to issue show-cause notice to the agency for replying within a reasonable period.

• On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED (GAD) to EDC for consideration & decision.

• The decision of the EDC shall be communicated to the agency by ED (GAD).

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

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

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

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

9 Show-cause Notice

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

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

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

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

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

c) For banning the business dealing with the Agency.

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

10 Appeal against the Decision of the Competent Authority

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

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

11 Review of the Decision by the Competent Authority

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

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

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

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

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

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

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