



Central Bank of India
Department of Information Technology,
1st Floor, Plot no-26,
Sector-11 CBD Belapur,
Navi Mumbai-400614

Tender No. **GEM/2026/B/7960946**

Request for Proposal (Bid) Document

For

Subscription Renewal of 5 number of Red Hat Enterprise Linux Server (Physical or Virtual Nodes) for 1 year.

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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
RHEL	Red Hat Enterprises Linux.
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

- **Interpretation:** In this RFP document, the term bidder is used to mean prospective bidders but in some clauses, it denotes the terms successful bidder/ vendor/service provider also, wherever applicable.

1. Invitation for tender offers

Central Bank of India, The Bank, a body corporate constituted under the Banking Companies (Requisition and Transfer of Undertaking) Act 1970 having its Central Office at Chandermukhi, Nariman Point, Mumbai-400021 hereinafter called "Bank", intends to renew subscription for 5 number of Red Hat Linux Licenses with 1 year subscription & Support.

Bank invites tender offers through Government e Marketplace (GeM) (Eligibility criteria and Commercial offer) from eligible RHEL's authorized channel partners for 5 licenses and software subscription & Support for 1 year as specifications mentioned in Annexure-1A.

The details are given below:

Tender Reference Number	Tender No. GEM/2026/B/7960946
Mode of bid submission	Government e Marketplace (GeM)
Date of Issue of RFP	24/08/2026
Bid Security (EMD)	₹ 15000/- (Rs. Fifteen Thousand Only)
e-mail IDs for sending queries and Last Date for submission of queries	smitpurchase@centralbank.bank.in, cmdit@centralbank.bank.in smitpension@centralbank.bank.in Mobile No 8976227533, 9406877560, 022-27582382
Last Date and Time submission of Bids Mode of bid submission & online portal's URL	01/09/2026 16:00 (04:00 PM)
Time & Date of Opening of technical bid.	01/09/2026 16:30 (04:30 PM)
Response Types	1. Bid Security + Eligibility Criteria 2. Commercial Bid
Address for Communication	Asst. General Manager-IT Central Bank Of India Department Of IT (DIT), 1 st Floor, Plot no-26, Sector-11, CBD Belapur, Navi Mumbai-400614 Mail address: smitpurchase@centralbank.co.in,
Contact Telephone Numbers	022- 67123665, 67123669

For any clarification with respect to this RFP, the bidder may send their queries/suggestions, valuable inputs by email to the Bank. It may be noted that all queries, clarifications, questions etc., relating to this RFP, Eligibility Criteria or otherwise, must be in writing only and should be sent to designated e-mail ID within stipulated time as mentioned.

In accordance with Government of India guidelines, Micro and Small Enterprises and Start-ups (which are not MSEs) are exempted from payment of earnest money deposit upon submission of valid MSME certificate copy.

Bid Security mentioned above must accompany all tender offers (technical bid) as specified in this tender document.

Any tender received without Bid Security, will be disqualified.

Technical Specifications, Terms and Conditions and various format and Performa for submitting the tender offer are described in the tender document and its Annexures.

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

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

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

2. Eligibility Criteria

The Bidder must fulfill following eligibility criteria to be evaluated in Tender. Non-Compliance of any of these criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation criteria. The decision of Bank would be final and binding on all the Bidders to this document. Bank may accept or reject an offer without assigning any reason whatsoever.

Sr.	Eligibility of the bidder	Documents to be submitted
1.	Only Red Hat linux's Authorized Channel Partners are eligible to participate in this tender	Red Hat linux's Authorized Channel Partner certificate to be submitted
2.	Bidder should be a Registered company under Indian Companies Act.1956/2013 and should have been in existence for a minimum period of 5 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.
3.	The Bidder should be a reputed IT company having existence in India for at least 5 years as on 31/03/2026	Copy of the Certificate of Incorporation issued by Registrar of Companies
5.	Bidder should be registered under G.S.T and/or tax registration in state where bidder has a registered office	Proof of registration with GSTIN
6.	The bidder must have average turnover of minimum ₹3 lakhs and OEM must have average turnover of minimum ₹20 lakhs in IT business in the last three financial years (i.e. 2023-24, 2024-25 and 2025-26) as per the audited balance sheet of these three years at the time of submission of tender, of individual company and not as group of companies.	Copy of audited Balance Sheet and Certificate of the Chartered Accountant for preceding three Financial Years
7.	The bidder should have made operating profits in at least one financial years out of last three financial years (i.e. 2023-24, 2024-25 and 2025-26)	Copy of audited balance sheet and Certificate of the Chartered Accountant for preceding three Financial Years
8.	The bidder should have a positive net worth in one out of last three financial (i.e. 2023-24, 2024-25 and 2025-26)	Certificate of the Chartered Accountant for three preceding Financial Years
9.	Bidder should neither have filed for insolvency/liquidation in any country including India nor any such proceeding should be pending against the Bidder.	Self-declaration on Company's letter by the Authorized Signatory in original
10.	At the time of bidding, the Bidder/OEM should not have been blacklisted/debarred/ by any Govt. / IBA/RBI/PSU /PSE/ or Banks, Financial institutes for any reason or non-implementation/ delivery of the order. Self-declaration to that effect should be submitted along with the Eligibility Criteria/technical bid.	Submit the self-declaration on Company's letter head
11.	At the time of bidding, there should not have been any pending litigation or any legal dispute, before any court	Submit the self-declaration on Company's letter head

	of law between the Bidder or OEM and the Bank regarding supply of goods/services	
12.	Bidder/OEM should not have • NPA with any Bank in India/financial institutions. • Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder in the opinion of Central Bank of India to service the needs of the Bank	Submit the self-declaration on Company's letter head
13.	Bidder must have either their Registered office or their Branches in both the locations of Mumbai / Navi Mumbai	Submit self-declaration on Company's letter head.
14.	Exemption of EMD amount and document cost for MSMEs	The bidder having MSME OR NSIC Certificate valid as on the date of submission of bid, will be exempted from EMD amount. Copy of certificate should be submitted by bidder.

The bidder must submit only such document as evidence of any fact as required herein. The Bank, if required, may call for additional documents during the evaluation process and the bidder will be bound to provide the same.

3. Bid Security

Prospective bidders are required to submit the Demand Draft drawn in favor of "Central Bank of India" payable at Mumbai, towards bid security of INR, ₹15000/- (Rs. Fifteen thousand only). The Bank may accept bank guarantee in lieu of Bid Security for an equivalent amount valid for 120 days from the last date of bid submission and issued by any scheduled commercial bank in India, other than Central Bank of India. The Bank will not pay any interest on the Bid security. Alternatively, bidders can pay the Bid Security amount through NEFT/RTGS in the account no.- 3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no GEM/2026/B/7960946

The Bid Security shall be liable to be forfeited:

- if a Bidder withdraws its tender during the period of tender validity (valid for 120 days from the last date of bid submission); or
- if the Bidder does not accept the correction of its Tender Price; or
- if the successful Bidder fails within the specified time to:
 - Sign the Contract; or
 - Furnish the required security deposit.

The Bid Security will be refunded to the Successful Bidder, only after delivering the licenses for 5 Red Hat Linux subscription for 1 year along with proof of entitlement. The EMD of unsuccessful Bidders shall be returned as promptly as possible upon the completion of bidding process and declaration of successful bidder.

4. Cost of Bidding

The bidder shall bear all the costs associated with the preparation and submission of bid and Bank will in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

5. RHEL Authorization form

Bidders must submit a letter of authority from RHEL that they have been authorized to quote for subscription renewal.

6. Scope of Work

The objective of this RFP is for subscription renewal for 5 RHEL licenses for 1 year. The successful Bidder will renew subscription for 5 RHEL licenses for 1 year at our CBD Belapur location. The scope of work will broadly cover the following.

BOM (Bill of Materials)

SKU	Description	Qty.
SKU: RH00003	Red Hat Enterprise Linux Server, Premium (Physical or Virtual Nodes) for 1 year.	5

- Subscription renewal License should be in the name of Central Bank of India and can be used across the Bank. The licenses can be transferred from one platform to another during ATS / Subscription period as and when required by Central Bank of India.
- Update/Subscription Services: The product update/subscription services should be provided to Bank during the ATS period.
- Product Support: RHEL Product Support services to be offered to Bank for direct access via both Telephone and Web to the Bank's technical analysts for problem resolution, bug reporting and technical guidance on a 24 x 7 basis. This service should be provided through telephone, fax, e-mail without any limitation.
- The latest versions as and when released should be made available to Bank within 2 weeks of release. Bidder should be required to co-ordinate and provide the latest versions and support for installation.
- Bank reserves the right to renew subscription services of "RHEL Licenses" for further one year after expiry of subscription period as per the mutually agreed terms between Bank and the successful bidder.

7. Delivery Schedule

The successful Bidder will procure the RHEL licenses subscriptions in the name of the “Central Bank of India” and deliver the same within 2 weeks from date of acceptance of purchase order

8. Bid Submission.

- Bidders satisfying the eligibility conditions (mentioned in 2. Eligibility Criteria) and General terms and conditions specified in this document and ready to provide 5 Red Hat Enterprise Linux server subscription for 1 year, may submit their bid through Government e -Marketplace (GeM) on or before the timeline stipulated in the [A] Important Dates.
- All responses received after the due date/time be considered late and would be liable to be rejected. Government e Marketplace (GeM) portal will not allow lodgment of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Bidder who lodges a late RFP response for any reason whatsoever.
- Bank will not accept the bid through any other mode except GeM.
- The details of the transaction viz. scanned copy of the receipt of making transaction is required to be uploaded on GeM portal at the time of “final online bid submission The RFP response without proof of amount paid towards Bid Security are liable to be rejected.
- **Bid Security / Earnest Money Deposit:** “**Earnest Money Deposit**” shall be paid through RTGS (Real Time Gross Settlement) / NEFT (National Electronic Fund Transfer) favoring CENTRAL BANK OF INDIA, BANK ACCOUNT NO.- 3287810289, IFSC CODE - CBIN0283154 or by way of Bankers Cheque/Demand Draft/Pay Order favoring Central Bank of India, payable at Mumbai, or a Bank.
- Guarantee of an equal amount issued by a scheduled commercial Bank (other than Central Bank of India) located in India, valid in the form provided in the RFP (Annexure- 13 Bid Security Form). The Demand Draft should be of a Commercial Bank only (other than Central Bank of India) and will be accepted subject to the discretion of the Bank.

8.1 Opening of the Financial Bids:

Financial bid will be opened in Government e -Marketplace (GeM) portal.

8.2 Tender Schedule (Key Dates):

The Bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. Ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

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

9. Integrity Pact

Each Participating bidder/s shall submit Integrity Pact as per attached Annexure-10 duly stamped with ₹500. Integrity pact should be submitted by all participating bidders at the time of submission of bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time schedule prescribed by Bank may be relevant ground of disqualification for participating in Bid process.

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

- Shri Anant Kumar [mail: anant_in@yahoo.com]
- Shri Nirmal Anand Joseph Deva [mail: meghanadeva2022@gmail.com]

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

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

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

10. Commercial Offer

Commercial Bid of only those vendors will be opened which have qualified on Eligibility Criteria. These qualified Bidders will participate in Reverse Auction process to be conducted by GeM / Bank. GeM / Bank will notify the date and time for participating in the online reverse auction process to the technically qualified Bidders. Contract will be awarded to L1 bidder identified in reverse auction process conducted through GeM.

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

- a) The Commercial Offer (CO) should be complete in all respect. It should contain only the price information as per Annexure-2.
- b) The commercial offer should be in compliance with Technical configuration / specifications as per Annexure-1A.
- c) The price to be quoted for all individual items and it should be unit price in Indian rupees.
- d) In case there is a variation between numbers and words, the value mentioned in words would be considered. The Bidder is expected to quote unit price in Indian Rupees (without decimal places) for all components and services on a fixed price basis, as per the commercial Bid inclusive of all costs. GST (Goods and Services Taxes) shall be payable as per applicable structure laid down under GST Law. The Bank will not pay any other taxes, cost or charges. The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid/ reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by the Bank or any new tax introduced by the government will also be paid by the Bank. The entire benefits/ advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted

by the Bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. The Bank will not pay any out-of-pocket expense. The Selected Bidder will be entirely responsible for license fee, road permits, NMMC cess, LBT, Octroi, insurance etc. in connection with the delivery of products at site advised by the Bank including incidental services and commissioning. Payment of Octroi, entry-tax, etc., alone, if applicable, will be made at actuals, on production of suitable evidence of payment by the Bidder.

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

11. Evaluation and acceptance

1. Technical offers will be evaluated based on compliance with eligibility criteria, technical specification, other terms & conditions stipulated in the RFP. Only those bidders who qualify in the technical evaluation would be considered for evaluating the commercial bid. Bank may, at its sole discretion, waive any non-conformity or deviations.
2. Bank will award the contract to the successful Bidder whose bid has been determined as the **Lowest Commercial bid (L1) through the Reverse Auction process conducted in GeM.**
3. In case, any of the successful bidder is unable to honor in full or part of the contract awarded, Bank shall, at its sole discretion, distribute this shortfall to the other successful bidder(s) equally or in any ratio decided by the Bank.
4. Bank reserves the right to reject a bid offer under any of the following circumstances:
 - a) If the bid offer is incomplete and / or not accompanied by all stipulated documents.
 - b) If the bid offer is not in conformity with the terms and conditions stipulated in the RFP.
 - c) If there is a deviation in respect to the technical specifications of hardware items.
5. The Bank shall be under no obligation to mandatorily accept the lowest or any other offer received and shall be entitled to reject any or all offers without assigning reasons whatsoever.

12. Land Border Sharing Clause

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

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

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

means: -

- a. An entity incorporated, established, or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- iv. The beneficial owner for the purpose of (iii) above will be as under.
1. In case of a company or limited liability partnership, the beneficial owner is the natural person(s). who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means. Explanation –
 - a. “Controlling ownership interests” means ownership of or entitlement to more than twenty-five per-cent of shares or capital or profits of the company.
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder’s agreements or voting agreements.
 2. In case of partnership firm, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of entitlement to more than fifteen per-cent of capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of or entitlement to more than fifteen per-cent of the property or capital or profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person(s), who hold the position of senior managing official.
 5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per-cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An agent is a person employed to do any act for another, or to represent another in dealings with third persons.

13. General Terms

13.1 Payment Terms

Payment will be released by the Central 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 100% payment on delivery & installation of the licenses along with proof of entitlement. subject to submission of following documents: -
 - i) Delivery of licenses sign-off, signed by respective Bank Officials and the Bidder’s representative.
 - ii) Execution of NDA with Bank.

- 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.

13.2 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 downward) 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. The applicable taxes will be paid as per actual in prevailing time. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.

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

- i. Goods and Services Tax Law in India is a Comprehensive, multi-stage, destination-based tax that will be levied on every value addition. Bidder shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder-
- ii. TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the supplier of taxable goods and services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes.
- iii. 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.
- iv. 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.
- v. If bidder, 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 Bidder 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.

13.3 Penalty Clause

The vendor must strictly adhere to the schedule for delivery of 5 Red Hat Linux subscription for 1 year. Failure to meet the delivery schedule, unless it is due to reasons entirely attributable to Bank, may

constitute a material breach of the Bidders performance. In the event Bank is forced to cancel an awarded contract (relative to this Tender) due to Bidders inability to meet the delivery schedule, Bank will take suitable penal action as deemed fit.

Penalties: The successful Bidder shall agree to a penalties structure in accordance with the following:

For delay in delivery of Licenses

: The successful Bidder shall be liable to pay up to 0.5% of the cost of licenses every week or part thereof, if the delivery of licenses is delayed beyond the delivery schedule of 2 weeks from date of Purchase Order subject to maximum 10% of the cost of licenses.

In case of any dispute, at any stage, the same shall be settled as per terms and conditions stipulated in the RFP. If the same is not settled as per as per terms and conditions stipulated in the RFP, either party may refer the dispute to arbitration as provided herein.

14. Order Cancellation

In addition to the cancellation of purchase order, Central Bank of India reserves the right to appropriate the damages from the Bid Security /Bank Guarantee given by the bidder and/or foreclose the bank guarantee given by the bidder against the advance payment and may take appropriate action. Further, in case of failure to adhere to the terms and conditions of the RFP in totality, concealment of facts in the tender documents, failure to fulfill the contractual obligations of the Purchase order etc., Bank may debar/blacklist the successful bidder from participating in future tender processes during the next three years.

Bank reserve the right to inform IBA/ other banks about blacklisting the Bidder in case of default in service or delay leading to financial or reputation loss, loss of time of the bank.

15. Indemnity

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

- i. Bank's authorized / bonafide use of the Deliverables and/or the Services provided by Bidder under this RFP or any or all terms and conditions stipulated in 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 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 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 PO and/or
- vii. Negligence or gross misconduct attributable to the Bidder or its employees, agent or sub-contractors.

2. The Bidder will have to, at its own cost and expenses, defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in the country where the Deliverables and Services are used, sold or received, provided the Bank:
 - i. Notifies the Bidder in writing; and
 - ii. Cooperates with the Bidder in the defense and settlement of the claims.
3. The Bidder shall compensate the Bank for direct financial loss suffered by the Bank, if the Bidder fails to fix bugs, provide the Modifications / Enhancements / Customization as required by the Bank as per the terms and conditions of this RFP and to meet the Service Levels as per satisfaction of the Bank.
4. Additionally, the Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, 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, trademarks, 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.
5. Indemnity would be limited to damages awarded in 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.

16. Liquidated Damages

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

17. Confidentiality & Non – Disclosure

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, and/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 may be providing support services for multiple Banks, the bidder always 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 participant. NDA is a part of bid documents (Annexure 11). Payment will be released to the successful bidder only after execution of NDA with Bank.

18. Guarantee on software license

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

19. 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, because of force majeure. To this clause, “Force Majeure” shall mean an event beyond the control of the parties, due to or because of or caused by acts of God, wars, epidemic/pandemic, insurrections, riots, earthquake 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 but not later than 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 three months due to force majeure situation, the parties shall hold consultations with each other in an endeavor to find a solution to the problem. However, financial constraints by way of increased cost to perform the obligations shall not be treated as a force majeure situation if the obligations can otherwise be performed. Further, mere existence of the force majeure situation, for example a pandemic situation, by itself is not sufficient to excuse the performance unless such situation makes it practically impossible to perform the obligations or the performance is not possible due to operation of law/rules or orders of any competent authority.

Notwithstanding above, the decision of the Bank regarding whether an event claimed by the bidder is an event of force majeure shall be final and binding on the Bidder.

20. Resolution of Disputes

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

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

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

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

If a notice must be sent to either of the parties following the signing of the contract, it must be in writing and shall be first transmitted by facsimile transmission, by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) on the date of acknowledgment signed by the receiver or (iii) the business date of receipt, if sent by courier. This RFP shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP. Notwithstanding the above, The Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

21. Format of the Letter of undertaking of Authenticity to be submitted by the Bidder

The successful bidder must submit the letter of undertaking of Authenticity and Undertaking at the time of acceptance of the letter of intent. The undertaking from OEMs needs to be provided to the Bank for the activities owned by them in coordination with the bidder as per the details mentioned in the document along with the pricing. The format for the same is as below.

“We hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of implementation. It will be our responsibility to produce such letters from our OEM suppliers at the time of release of PO or within a reasonable time.

In case of default and we are unable to comply with the above at the time of delivery or during installation, for the software items already billed, we agree to take back the software/items without demur, if already supplied and return the money, if any paid to us by you in this regard”.

22. Independent Contractor

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

23. Assignment

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

envisaged in this scenario is only in certain extreme events such as refusal or inability of Bidder to perform or termination/expiry of the contract/project.

24. Execution of Contract 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 Non-Disclosure Agreement (NDA) should be entered in to between the Bank and the participant. NDA is a part of bid documents (Annexure 11). Payment will be released to the successful bidder only after execution of NDA with Bank.

25. Successful Bidder's liability

The Bidder's aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of contract. The Bidder's liability in case of claims against the Bank resulting from **wilful misconduct** or gross negligence of the Bidder, its employees, or subcontractors, or from infringement of patents, trademarks, copyrights (if any), or breach of confidentiality obligations shall be unlimited. In no event shall Bank be liable for any indirect, incidental, or consequential damages or liability under, in connection with, or arising out of this tender and subsequent agreement or services provided. The bidder should ensure that the due diligence and verification of antecedents of employees/ personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.

Subject to any law to contrary, and to the maximum extent permitted by law neither party shall be liable to other for any remote and indirect loss or damages arising out of this tender and subsequent agreement or services provided.

26. Information Ownership

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

details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.

27. Inspection, Audit, Review, Monitoring & Visitations

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

- a) Ensure that the Bank can access all books, records and information relevant to the outsourced activity available with the BIDDER. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.
 - b) Provide the Bank with right to conduct audits on the BIDDER whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any audit or review reports and finding made on the Bidder in conjunction with the services performed for the bank.
 - c) Include clause to allow the reserve bank of India or persons authorized by it to access the bank's documents: records of transactions, and other necessary information given to bidder, stored or processed by the BIDDER within a reasonable time. This includes information maintained in paper and electronic formats.
 - d) Recognized the right of the Reserve Bank of India to cause an inspection to be made of a Bidder of the bank and its books and account by one or more of its officers or employees or other persons.
- Banks shall at least on an annual basis, review the financial and operational condition of the BIDDER. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the BIDDER. Such assessment and reports on the BIDDER may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.

Monitoring

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

Visitations

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

28. Intellectual Property Rights

The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Bank agrees and acknowledges that as expressly provided in this RFP, all Intellectual Property Rights in relation to the Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Bidder during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Bidder or its licensor. During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank grants Bidder a right to use at no cost or charge the Software licensed to the Bank, solely for the purpose of providing the Services. The Bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by Bidder in performing its obligations under this Project. If a third party's claim endangers or disrupts the Bank's use of the Software, the Bidder shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product. All third-party software / service/s provided by the bidder in the scope of the RFP will be the responsibility of the bidder if any discrepancy or infringement is encountered. The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out of the use of any third-party software or modules supplied by the Bidder as part of this Project.

29. Termination

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

- (a) If the Successful Bidder fails to deliver any or all 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.

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 like 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 exceeds 10% of the contract value.

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

4. Termination for Insolvency: If the Bidder becomes bankrupt or insolvent or liquidated, 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, or if the bidder Passes a resolution for its voluntary winding up or dissolution or if it is dissolved;, the Bank will have the right , at any time, to terminate the contract by giving written notice to the Bidder. If the contract is terminated by the Bank in terms of this Clause, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank. In case, the termination occurs before implementation in all the locations in terms of this clause, the Bank is entitled to make its claim to the extent of the amount already paid by the Bank to the Bidder.

5. 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 10 days of receipt of purchase contract
 - 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 60 days from the date of pointing out the defects by the Bank. (60 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.
- (c) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder will be expected to continue the facilities management services, and the Bank will continue to pay for all products and services that are accepted by it provided that all products and services as serving satisfactory, as per satisfaction of the Bank. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration. The Bank and the Bidder shall together prepare the Reverse Transition Plan. However, The Bank shall have the sole decision to ascertain whether such Plan has been complied with. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to The Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

30. Privacy and security safeguards

- i. The Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location. The Bidder will have to develop procedures and implementation plans to

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

- ii. The Bidder hereby agrees and confirms that they will disclose, forthwith, instances of security breaches.
- iii. The Bidder hereby agrees that they will preserve the documents.

31. Governing Law and Jurisdiction

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

Statutory and Regulatory Requirements

The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This requirement shall supersede the responses provided by the Bidder in the technical response. During the period of warranty / AMC, Bidder / Bidder should comply with all requirements including any or all reports without any additional cost, defined by any regulatory authority time to time and which fall under the scope of this RFP / Agreement. All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to the bank during the tenure of the contract.

32. Compliance with Laws

1. Compliance with all applicable laws: Successful bidder shall undertake to observe, adhere to, abide by, comply with the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this scope of work and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
2. Compliance in obtaining approvals/permissions/licenses: Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to Company.

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

33. 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.

34. 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 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, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

35. Publicity

Any publicity by either party in which the name of the other party is to be used should be done only with the explicit written permission of such other party.

36. Bidding Document

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Document. Submission of a bid not responsive to the Bidding Document in

every respect will be at the bidder's risk and may result in the rejection of its bid without any further reference to the bidder.

37. Amendments to Bidding Documents

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Document by amendments at the sole discretion of the bank. All amendments will be **either uploaded on the website** or shall be delivered by hand / post / courier or through e-mail or faxed to all prospective bidders, who have received the bidding document and will be binding on them. For this purpose, bidders must provide name of the contact person, mailing address, telephone number and FAX numbers on the covering letter sent along with the bids.

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

38. Period of Validity

Bids shall remain valid for 120 days from the last date of bid submission. A bid valid for shorter period shall be rejected by the bank as non-responsive.

39. Last Date and Time for Submission of Bids

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

40. Late Bids

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

41. Modifications and/or Withdrawal of Bids

- a) Bids once submitted will be treated as final and no further correspondence will be entertained on this.
- b) No bid will be modified after the deadline for submission of bids.
- c) No bidder shall be allowed to withdraw the bid, if the bidder happens to be a successful bidder. If such bidder withdraws the bid, the Bank reserves its right to blacklist such Bidder from participating in future bid processes in addition to forfeiture of bid security amount deposited, if any.

42. Clarifications of Bids

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

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

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

44. Sustainable sourcing Clause

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

45. Digital Personal Data Protection Compliance

The Bidder/Vendor shall, always, comply with the provisions of the Digital Personal Data Protection Act, 2023 ("DPDP Act") and the Digital Personal Data Protection Rules, 2025 / Notifications / Guidelines and further rules made thereunder.

The Bidder/Vendor shall implement appropriate technical and organizational measures to ensure lawful processing, secure handling, confidentiality, integrity, availability, and protection of personal data obtained, accessed, shared, or processed in connection with this RFP and the resultant contract.

Further, the Bidder/Vendor shall take due care while collecting and dealing with sensitive personal data or information of Bank and its customer. Any processing of Personal Data by the Service Providers in the performance of the Agreement under this RFP shall follow the above Act/Rules. The Service Provider shall also ensure that any sub-contractor (if allowed) engaged by it shall act in compliance with the above Act, to the extent applicable.

The Bidder/Vendor shall act only on documented instructions of the Bank and shall not process personal data for any purpose other than the performance of the obligations under this RFP.

Any data breach, unauthorised access, misuse, loss, or disclosure of personal data must be reported to the Authority/Bank in writing within [24 hours] of occurrence, along with an incident report and remedial action plan.

The Bidder/Vendor shall indemnify and hold harmless the Bank against any loss, liability, penalty, claim, cost, or damages arising out of non-compliance with the DPDP Act and Rules."

46. Labour Law Adherence and Compliance with Court Directions

The Bidder/Vendor shall ensure full compliance with all applicable labour laws, employment laws, industrial relations regulations, social security legislation, and any orders/directions issued by competent Labour Courts/Industrial Tribunals/Authorities / RBI and any other Regulatory/ Statutory body in India.

The Bidder/Vendor shall be solely responsible for payment of salaries, wages, statutory contributions, benefits, and all dues to its employees, subcontractors, labour, and statutory personnel deployed for execution of work under this RFP.

No employer-employee relationship shall be deemed to exist between the Bank and the personnel engaged by the Bidder/Vendor.

In case of any claim, demand, dispute, or litigation arising due to non-compliance by the Bidder/Vendor, the same shall be solely borne and resolved by the Bidder/Vendor without any liability upon the Bank. The Bidder/Vendor shall indemnify the Bank against any losses, costs, or legal liabilities on account of any violation or non-compliance of applicable laws including any liabilities, costs or expenses arising in connection with any proceedings in respect thereof.”

47. Change in Location / Merger / Amalgamation

Bank reserves the right to change the location of services to be provided by the Service Provider by serving prior notice of days without assigning any reason and without altering any other terms & conditions of the RFP.

Bank also reserves the right to continue or discontinue the availment of product / services without assigning any reason, in case of its merger or amalgamation and the merged or amalgamated entity shall have the same rights.

48. Signing Of Contract

The successful bidder(s) 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.

49. Check list for submission

Sr	Particulars	Bidders Remark Yes/No
1	RHEL Authorized Channel Partner certificate	
2	Certified copy of the registration certificate as per Land Border Sharing Clause (as per point 12)	
3	Certificate of incorporation	

4	Audited Balance sheets of last three years 2023-24, 2024-25 and 2025-26	
5	CA certificate for three years average turnover for financial years 2023-24, 2024-25 and 2025-26	
6	CA certificate for operating profit for last three financial years 2023-24, 2024-25 and 2025-26	
7	CA certificate for net worth for last three financial years i.e. 2023-24, 2024-25 and 2025-26	
8	Self-declaration by the Authorized Signatory for not have filed for bankruptcy in any country including India on company letter head	
9	Self-declaration on Company's letter head should not have been blacklisted/debarred/	
10	Self-declaration on Company's letter head Bidder/OEM should not have any pending litigation or any dispute arises	
11	Self-declaration on Company's letter head • NPA • Any case pending	
12	Copy of certificate for Exemption of EMD amount and document cost for MSMEs	
13	Bid Security	
14	Annexure - 1A - <i>Procurement of RHEL SUBSCRIPTION</i>	
15	Annexure -1B Conformity Letter	
16	Annexure -1C Undertaking letter	
17	Annexure - 2 Masked Commercial Bid along with technical bid	
18	Annexure - 3 Reverse Auction will be conducted through GeM portal.	
19	Annexure - 4 Bidder's Information on company letter head	
20	Annexure - 5 Letter for Conformity of Product as per RFP	
21	Annexure - 6 Scope of Work for procurement of 5 <i>RHEL SUBSCRIPTION for 1 year</i>	
22	Annexure - 7 Undertaking of Authenticity for - Procurement of <i>RHEL SUBSCRIPTION</i> Licenses with 1 year	
23	Annexure - 8 Undertaking for acceptance of terms of RFP	
24	Annexure - 9 MAF on company letter head	
25	Annexure - 10 Integrity Pact	
26	Annexure - 11 Non-Disclosure Agreement	
27	Annexure - 12 Bid Security (Bank Guarantee Format)	
28	Annexure - 13 Guidelines on banning of business dealing	

Annexure-1 A – Technical Specification for *RHEL SUBSCRIPTION*

SKU	ITEM	QUANTIT Y
SKU: RH00003	Red Hat Enterprise Linux Server, Premium (Physical or Virtual Nodes) for 1 year.	5

Annexure-1B Conformity Letter

Pro forma of letter to be given by all the vendors participating in the RFP for *Procurement of RHEL SUBSCRIPTION with one year*, on their official letterhead.

To

Date:

Chief General Manager (IT),
Central Bank of India, DIT,
Sector 11, Plot No.26
CBD Belapur,
Navi Mumbai – 400614

Sir,

Sub: Tender No – GEM/2026/B/7960946 Procurement of *RHEL SUBSCRIPTION* for one year.

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 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.

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

Yours faithfully,

Authorized Signatory
Designation
Company name

Annexure-1C Undertaking letter

Pro forma of letter to be given by all the vendors participating in the process of RFP of - Procurement of *RHEL SUBSCRIPTION* with one year, on their official letterhead

To

Date:

Chief General Manager –IT,
Central Bank of India, Central Office,
Sector 11, Plot No.26
CBD Belapur,
Navi Mumbai – 400614

Sir,

Sub Tender No: - GEM/2026/B/7960946 Procurement of 5 *RHEL SUBSCRIPTION* for one year.

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.
- 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-2 Commercial Bid

Amount in Indian Rupee including GST / Taxes

SKU	ITEM	UNIT PRICE	QUANTIT Y	TOTAL AMOUNT INCLUDIN G GST / TAXES
SKU: RH00003	Red Hat Enterprise Linux Server, Premium (Physical or Virtual Nodes) for 1 year.		5	

Commercial bid will be submitted with quoted price in GeM portal only.

Signature of the bidder with Seal

Annexure-3 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.	Turnover (In Rs) 2023-24: 2024-25: 2025-26: (submit audited B/S for last 3 years)	
9.	Profit (In Rs) 2023-24: 2024-25: 2025-26: (submit audited P/L for last 3 years)	
10.	Whether OEM or authorized distributor	
11.	Number of service outlets across India	
12.	Good and Service Tax Number	
13.	Income Tax Number	
14.	Whether direct manufacturer or authorized dealers	
15.	Name and Address of OEM	
16.	Brief Description of after sales service facilities available with the bidder.	
17.	Whether all RFP terms & conditions complied with.	

Signature:

Name: -

Designation: -

Seal of company:

Date:

Annexure-4 Letter for Conformity of Product as per RFP

To
Chief General Manager-IT
Department of Information Technology
Central Bank Of India
4th Floor, Plot No -26, Sector-11
CBD Belapur-400614
Navi Mumbai

Sir,

Reg: Our bid for RFP for Procurement of 5 *RHEL SUBSCRIPTION* for one year.

We submit our Bid Document herewith. If our Bid for the above job is accepted, we undertake to enter 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.

We undertake that product supplied shall be as per the: -

Compliance	Compliance (Yes / No)	Remarks / Deviations
Terms and Conditions		
Procurement of 5 <i>RHEL SUBSCRIPTION for one year.</i>		
Scope of Work as Per Annexure – 6		

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

Dated at _____ / _____ day of _____ 2026

Date

Signature with seal
Name
Designation

Annexure - 5 Scope of Work for Procurement of 5 RHEL SUBSCRIPTION for one year.

Sr	Broad Scope of Work	Compliance (Yes/No)
1	The Scope of the work is for - Procurement of 5 <i>RHEL SUBSCRIPTION</i> for one year.	

The objective of this RFP is for procurement of 5 *RHEL SUBSCRIPTION* for one year. The successful Bidder will supply 5 *RHEL SUBSCRIPTION* for one year. at our CBD Belapur location. The scope of work will broadly cover the following.

- a) 5 *RHEL SUBSCRIPTION* for one year. should be in the name of Central Bank of India and can be used across the Bank. The licenses can be transferred from one platform to another during ATS period as and when required by Central Bank of India. Central Bank of India will continue to get ATS updates and support even in case the original RHEL license supplied, and partitioning license are shifted to other platforms by Bank during the period of ATS.
- b) Update/Subscription Services: The product update/subscription services should be provided to Bank with rights to RHEL product upgrades, maintenance releases and patches released during the ATS period.
- c) Product Support: RHEL Product Support services to be offered to Bank for direct access via both Telephone and Web to BANK'S skilled staff of technical analysts for problem resolution, bug reporting and technical guidance on a 24 x 7 basis. This service should be provided through telephone, fax, e-mail and direct connection to RHEL Web Interface without any limitation.
- d) The latest versions as and when released should be made available to Bank within 2 weeks of release. Bidder should be required to co-ordinate and provide the latest versions.
- e) Bank reserves the right to renew subscription services of "RHEL Licenses" for further one year after expiry of subscription period as per the mutually agreed terms between Bank and the successful bidder.

Date

Signature with seal

Name/Designation

Annexure-6 Undertaking of Authenticity for - Procurement of 5 RHEL SUBSCRIPTION for one year.

To

Date:

Chief General Manager –IT,
Central Bank of India, Central Office,
Sector 11, Plot No.26
CBD Belapur,
Navi Mumbai – 400614

SUB: RFP for Procurement of 5 *RHEL SUBSCRIPTION* for one year.

Ref: **Tender No GEM/2026/B/7960946** - Procurement of 5 *RHEL SUBSCRIPTION* for one year.

With reference to the - procurement of 5 *RHEL SUBSCRIPTION* for one year.

We hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM suppliers at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with the above at any time, we agree to take back the Licenses without demur, if already supplied and return the money if any paid to us by you in this regard.

Date

Signature with seal
Name
Designation

Annexure-7 Undertaking for acceptance of terms of RFP

To

Date:

Chief General Manager –IT,
Central Bank of India, Central Office,
Sector 11, Plot No.26
CBD Belapur,
Navi Mumbai – 400614

SUB: RFP for Procurement of 5 *RHEL SUBSCRIPTION* for one year.

Ref: **Tender No GEM/2026/B/7960946** - Procurement of 5 *RHEL SUBSCRIPTION* for one year.

We understand that Bank shall be placing Order to the Successful Bidder inclusive of GST, other taxes are to be borne by the Bidder 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. The charges for the above have been factored in Bill of Material (BOM), otherwise the Bid is liable for rejection. We also confirm that we have not changed the format of BOM.

Date

Signature with seal

Name

Designation

Annexure-8 Manufacturer Authorization Form

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

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

Subject: - Undertaking Letter.

Ref: **Tender No GEM/2026/B/7960946**- Procurement of 5 *RHEL SUBSCRIPTION* for one year.

Sir,
We (Name of the Manufacturer) who are established and reputable provider of subscription services for certain open source software products ("Red Hat products") with address....., do hereby authorize M/swith address To submit Bid to Central bank of India in response to their Request for Proposal for the Red Hat Products listed for the bidding of the above mentioned RFO.

Item No.	Red Hat Products
1	Red Hat Enterprise Linux server, Premium

Our full support is extended to M/S In respect of Red Hat Products including supply, warranty and maintenance of our products. In case M/Sis not able to perform the obligations as per contract during the period of contract, being the Original Equipment Manufacturer, either we will provide the support services directly or through our other authorized service provider acceptable to Central Bank Of India, without any additional cost to the bank, provided valid agreements are put in place.

Thank you for your support and interest in Red hat products, should you have any queries, Please contact us.

Yours Faithfully

Authorized Signatory

Name:

designation

Phone No.

Fax

E-mail

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: -

- 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.
- 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.
- 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) commits 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.

- 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.
- 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.
- 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 must be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is attached herewith. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose 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-18.

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) undertakes(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.

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

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

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

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

Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman & Managing Director, CENTRAL BANK OF INDIA.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality. In case of sub-contracting, the Principal Contractor shall take the responsibility of the adoption of the Integrity Pact by the sub-contractor.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. Parties to this agreement agree that they shall not approach the courts while representing the matter to IEM and will await IEM's decision in the matter.
- (6) The Monitor will submit a written report to the Chairman & Managing Director, CENTRAL BANK OF INDIA within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairman & Managing Director CENTRAL BANK OF INDIA, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman & Managing Director CENTRAL BANK OF INDIA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word “**Monitor**” would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman & Managing Director of CENTRAL BANK OF INDIA.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

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

Section 11 – FALL CLAUSE

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

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:
(Name & Address)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Witness 2:
(Name & Address)

Annexure-10 Guidelines on banning of business dealing

1. GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Guidelines on Banning of Business Dealing

3.1. Introduction

3.1.1 Central Bank of India, being a Public Sector Enterprise and ‘State’, within the meaning of Article 12 of Constitution of India, must 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. 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.

3.1.2 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.

3.2. Scope

3.2.1 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 to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.

3.2.2 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.

3.2.3 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.

3.2.4 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.

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

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

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

4. Definitions

In these Guidelines, unless the context otherwise requires:

i) ‘Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer’ shall mean and include a public limited Bank or a private limited Bank, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. ‘Party / Contractor / Supplier / Purchaser / Customer/

Bidder / Tenderer’ in the context of these guidelines is indicated as ‘Agency’.

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

a) If one is a subsidiary of the other.

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

c) If management is common.

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

iii) ‘Competent Authority’ and ‘Appellate Authority’ shall mean the following:

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

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

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

d) For Zonal Offices only

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

e) For Corporate Office only

For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Head of GAD shall be the

Competent Authority” and concerned Executive Director (GAD) shall be the “Appellate Authority”.

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

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

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

5 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 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 Tender Enquiry (LTE) may not be given to the Agency concerned.

8.3 Past performance of the Agency may be considered 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 must 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.

Annexure-11 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**

Thebidder 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. During 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 during 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.
3. **Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.
4. **Term:** This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease rights to all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof. Notwithstanding anything to the contrary contained herein, the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.
5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
6. **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days of receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. **Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.
8. **Entire Agreement, Amendment, Assignment:** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
9. **Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.
10. **General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided “as is”. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.
11. **Indemnity:** The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party, 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-12 Bid Security Format

To,
Central Bank of India,
DIT, 4th Floor, CBD Belapur,
Navi Mumbai -400 614

Dear Sir,

In response to your invitation to respond to your RFP for *Procurement of 5number of RHEL SUBSCRIPTION for one year.*, M/s _____ having their registered office at _____ (hereinafter called the Bidder“) wishes to respond to the said Request for Proposal (RFP) and submit the proposal Implementation of _____ as listed in the RFP document.

Whereas the “Bidder” has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of Rs. /- 15000/- (fifteen thousand Only) as bid security as required to be submitted by the, Bidder“ as a condition for participation in the said process of RFP.

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

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

Notwithstanding anything contained herein above:

1. Our liability under this Bank guarantee shall not exceed Rs. /- 15000(Rupees fifteen thousand Only).
2. This Bank guarantee will be valid up to _____ (date of expiry of BG) and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before _____ (date of expiry of Guarantee plus claim period= claim date)

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

Yours faithfully,

For and on behalf of _____ Bank Authorized Official

Annexure-13 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, must 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. 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 to suspend business dealings pending investigation.
- 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 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".
 - f) Chairman & Managing Director, CENTRAL BANK OF INDIA shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- v) 'List of approved Agencies - Parties / Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers shall mean and include list of approved / registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers, etc.

4. Initiation of Banning / Suspension

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

5. Suspension of Business Dealings

- 5.1 If the conduct of any Agency dealing with CENTRAL BANK OF INDIA is under investigation by any department (except Foreign Suppliers of imported goods), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
- 5.2 The order of suspension shall be communicated to all Departmental Heads within the Plants / Units. During the period of suspension, no business dealing may be held with the Agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of CENTRAL BANK OF INDIA, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to ED (GAD), CENTRAL BANK OF INDIA Corporate Office 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 Convenor of the Committee. The committee shall expeditiously examine the report, give its comments/recommendations within twenty-one days of receipt of the reference by ED, GAD.
 - iii. If EDC opines that it is a fit case for suspension, EDC may pass necessary orders which shall be communicated to the foreign supplier by ED, GAD.
- 5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

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

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

- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or CENTRAL BANK OF INDIA, during the last five years.
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.
- 6.4 If the Agency continuously refuses to return / refund the dues of CENTRAL BANK OF INDIA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law.
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence.
- 6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise.
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging /forging /tampering of documents.
- 6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Bank (CENTRAL BANK OF INDIA) or its official in acceptance / performances of the job under the contract.
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations.
- 6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-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.
- 6.15 (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 Tender Enquiry (LTE) may not be given to the Agency concerned.

8.3 Past performance of the Agency may be considered 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 must 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 / Contractors, 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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