**REQUEST FOR EXPRESSION OF INTEREST**

**FOR**

**EMPANELMENT OF VENDORS FOR DISPOSAL OF E - WASTE**

**EOI No CO:DIT:PUR:2023-24:382**

Issued by: Central Bank of India

Department of Information Technology Wing, 1st Floor,

Plot No 26, Sector 11,

CBD Belapur Navi Mumbai-400614

Email:smitpurchase@centralbank.co.in

CENTRAL BANK OF INDIA

|  |  |  |
| --- | --- | --- |
| SNo | Description | Details |
| 1 | EOI No | CO:DIT:PUR:2023-24:382  Date 07/08/2023 |
| 2 | Brief Description of EOI | Request for Expression of Interest for Empanelment of vendors for disposal of E-waste |
| 3 | Bank’s Address for Communication and Mode of Tender Submission | Asstt. General Manager-IT  Central Bank of India ,  Deptt of Information Technology,  Plot No 26 Sector 11, CBD Belapur Navi Mumbai-400614  Phone: 022-67123669, Sr Manager IT- Purchase Team |
| 4 | Last date for Submission of queries for pre-bid meeting | 17/08/2023, 15:00 hours |
| 5 | Date of Pre-Bid meeting | 18/08/2023, 15:00 hours |
| 6 | Last date and Time for Submission of proposals | 04/09/2023 15:00 hours |
| 7 | Date and Time of opening the proposals | 04/09/2023 15:30 hours |
| 8 | Application Fee (Non Refundable | 2,000/- (Non Refundable inclusive of tax) |
| 9 | Earnest Money Deposit (Refundable) | 20,000/- |
| This document can be downloaded from Bank’s Website [www.centralbankofindia.co.in](http://www.centralbankofindia.co.in).  Any amendments, modifications and pre-bid queries & any communications will be uploaded in the Bank’s website. No individual communication will be sent to the individual bidder. | | |

Disclaimer  
The information contained in this Expression of Interest ("EOI") document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Central Bank of India (or Bank), is provided to the bidder(s) on the terms and conditions set out in this EOI document and all other terms and conditions subject to which such information is provided. This EOI document is not an agreement and is not an offer for entering into an agreement, but an invitation by Central Bank of India to parties who are qualified to submit the bids (hereinafter individually and collectively referred to as "Bidder" or "Bidders" respectively). The purpose of this EOI is to provide the Bidders with information to assist the formulation of their proposals. This EOI does not claim to contain all the information each Bidder require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this EOI. Central Bank of India 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 EOI. The information contained in the EOI document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder require. Central Bank of India does not undertake to provide any Bidder with access to any additional information or to update the information in the EOI document or to correct any inaccuracies therein, which may become apparent.

Central Bank of India reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this EOI and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank's Website ([www.centralbankofindia.co.in](http://www.centralbankofindia.co.in)) and it will become part and parcel of EOI.

It may be noted that corrigendum, addendum, amendments, time-extensions, clarifications, response to bidder's queries, if any to EOI will not be published through any advertisement in newspapers or any other media. Prospective bidders shall regularly visit Bank's website for any change/development in relation to this EOI.

Central Bank of India in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this EOI. Central Bank of India reserves the right to reject any or all the expression of interest / proposals received in response to this EOI document at any stage without assigning any reason whatsoever. The decision of Central Bank of India shall be final, conclusive and binding on all the parties.

|  |  |  |
| --- | --- | --- |
| SNo | Abbreviation | Description |
| 1 | CVC | Central Vigilance Commission |
| 2. | DD | Demand Draft |
| 3. | DIT | Department of Information Technology |
| 4. | IFSC | Indian Financial System Code |
| 5. | IT | Information Technology |
| 6. | NEFT | National Electronic Fund Transfer |
| 7. | NI ACT | Negotiable Instrument Act |
| 8. | PAN | Permanent Account Number |
| 9. | EOI | Request for Proposal |
| 10. | RFQ | Request for Qualification |
| 11. | RTGS | Real Time Gross Settlement |

INDEX

|  |  |  |  |
| --- | --- | --- | --- |
| SNo | Details | S No | Details |
| 1 | About Central Bank of India | 14 | Amendment to EOI |
| 2 | Definitions | 15 | Preparation of Bids |
| 3 | About EOI | 16 | EMD |
| 4 | Objective | 17 | Erasures or Alterations |
| 5 | Eligibility Criteria | 18 | Submission of Bids |
| 6 | Application Money a EMD | 19 | Bid Opening |
| 7 | Scope of Empanelment | 20 | Evaluation of EOI |
| 8 | Empanelment Procedure | 21 | Clarifications of Offers |
| 9 | De-empanelment of Bidders | 22 | Modification/Cancellation of EOI |
| 10 | Scope of Work of E Waste Vendor | 23 | Responsibility for Completeness |
| 11 | Bid Document Cost | 24 | Intimation to successful Bidders |
| 12 | Pre bid queries | 25 | Issuance of EOI |
| 13 | Pre bid Meeting |  |  |

No of ANNEXURES

1) Checklist

2) Covering Letter Format

3) Eligibility criteria declaration

4) Bidder's Profile

5)Integrity Pact

6) List of major customers

7) Earnest Money Deposit Format

8) Compliance Statement

9) Non-Disclosure Agreement

APPENDIX

A. List of Zonal Offices & Regional Offices

B. List Of Electronic Equipment's identified to be taken under E-Waste

Central Bank of India

**1. About Central Bank of India**

CENTRAL BANK OF INDIA, a body Corporate and a premier Public Sector Bank established in the Year 1911 and nationalized under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Central Office at Chandermukhi, Nariman Point, Mumbai 400021  and among others is having Department of Information Technology Plot No 26, Sector 11, CBD Belapur, Navi Mumbai-400614. The Bank is having Pan India presence of around 4500 branches, 10 Zonal Offices and 96 Regional Offices situated across the States .The Bank is a forerunner in implementation of IT related products and services and continuously making efforts to provide the state of art technological products to its customers.

**2. Definitions:**

2.1.'Bank' means, unless excluded by and repugnant to context or the meaning thereof, shall mean `Central Bank of India', described in more detail in paragraph 1 above and which has invited bids under this Expression of Interest and shall be deemed to include it successors and permitted assigns.

2.2.`EOI' means this Expression of Interest for Empanelment of Vendors for Disposal of E - Waste for our Bank.

2.3. The firms, institutions a companies submitting the proposal in response to this EOI shall hereinafter be referred to as 'Bidder'.

**3. About EOI**

3.1.As per E-Waste (Management a Handling) Rules 2016 or as per latest rules notified by Ministry of Environment and Forests, Government of India, the Bank intends to dispose of old computers, hardware, peripherals identified by Bank referred as 'E-Waste' lying at various branches/offices.

3.2.The EOI document is not a recommendation or invitation to enter the contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to compliance to selection process and appropriate documentation being agreed between the bank and selected vendors as identified by the bank after completion of the selection process.

**4. Objective**

4.1.Central Bank of India invites application from reputed Bidders to submit their "Expression of Interest" who fulfils the eligibility criteria as given below for Empanelment of Vendors for Disposal of E - Waste in our Bank.

4.2. The bidders satisfying the Eligibility Criteria as per the EOI and having experience in disposal of E Waste may respond. The bidders should have experience in purchasing / collecting various I.T related hardware items (identified by the Bank for disposal) from Bank's premises on "as is where is basis" for disposal/recycling in line with Central/State Government guidelines.

4.3. The bank is looking for end-to-end services (collection, transportation, and dismantling, degaussing, recycling and / or final disposal) from bidders registered with as per GOI guidelines and currently in force and having established facilities for management of e-waste.

**5.Eligibility Criteria**

|  |  |  |
| --- | --- | --- |
| SNo | Eligibility Criteria | Documents to be submitted along with the EOI |
| 1 | The Bidder should be a registered Proprietorship Firm/Partnership Firm registered under LLP Act, Copy of Certificate of LLP registration. 2008/Indian Partnership Act, 1932 or (OR) Company in India as per Indian Companies Act, 1956 or Indian Companies Act 2013 | Copy of Registration of Proprietorship firm.  (OR)  Copy of Certificate of LLP Registration  (OR)  Copy of Certificate of Incorporation and Certificate of Commencement of Business in case of Public Limited Company  (OR)  Certificate of Incorporation in case of Private Limited Company, issued by Registrar of companies. |
| 2 | The bidders should have Copy of the valid Registration Certificate issued by Ministry of Environment Forests Ministry of Environment Forests (MOEF)/ Central Pollution Control Board / (MOEF)/ State Pollution Control Board to be submitted as per the current requirements for collecting, dismantling, recycling of e-waste.  The registration should be valid for a period of next 6 months at least from the date of this EOI. The bidder should be able to meet all future requirements/guidelines issued by GOI from time to time. | Copy of Valid Registration Certificate issued by Ministry of Environment & Forests (MOEF) Central pollution control Board/ State Pollution Control Board to be submitted. |
| 3 | The Bidder should have Copy of minimum  five orders of Rs.1 lac each or experience of two (2) years or  more during the previous 2 years i.e., management of e-waste  i.e., buying in 2021-22 and 2022-23  and to be e-waste  recycler as on 31/03/2023. The date submitted for reckoning the experience will be the date of registration or commencement of business, whichever is later. | Copy of five orders of Rs.1 lac each or experience of two (2) years or  more during the previous 2 years i.e., management of e-waste i.e., buying in  2021-22, 2022-23 |
| 4 | The Bidder should have current client base from BFSI Sector/PSUs/PSBs/IT Industry/Central/State Govt Depts / Public/Private Limited companies | Copies of Agreement /Work order or any other relevant supporting documents like certificates from the clients to be submitted. |
| 5 | The bidder should not have been currently blacklisted /barred/disqualified by any Govt or PSU or PSB or regulator/statutory body or institution during last two years. | A self declaration in bidder’s letter head to this effect must be furnished. |
| 6 | The bidder should submit an undertaking to the effect that after deactivation/degaussing of the data and / or destruction of storage media, the data cannot be retrieved by using any procedure. | An undertaking in their letter head to be submitted by the bidder. |
| 7 | Bidder also need to submit an undertaking that all e-waste items collected from Central Bank of India will be disposed off as per the latest e-waste guidelines issued by State /Central government Authorities. | An undertaking in their letter head to be submitted by the bidder. |
| 8 | Non Disclosure Agreement | Non Disclosure Agreement as per (ANNEXURE -9) to be submitted by the bidder |
| 9 | Integrity Pact | As per ANNEXURE-5 |
| 10 | The Bidder should not be NPA account holder in any commercial banks in India | A self declaration in bidder’s letter head to this effect must be furnished. |

**6. Application Money and EMD:**

6.1.The following amount shall be payable towards Application money and EMD.

Application fees for Rs.2,000/- (Non Refundable including tax) Non Interest EMD for Rs.20,000/- (Refundable)

**By way of NEFT to the Account of "Central Bank of India" A/c No 3287810289**

6.2.MSEs are exempted from paying Application Fee/Cost a EMD.

6.3.MSEs should submit relevant documentary proof for claiming the exemptions.

6.4.Further, all bidders shall have to comply the following:

6.4.1.Failure to produce the documents as necessary proof along with the EMD and Application fee while submission of EOI proposal shall render the applicant ineligible for empanelment.

6.4.2.The Bidder need not provide any commercial proposal with the response to this EOI.

**7. Scope of Empanelment:**

7.1.Empanelment would be for Vendors for Disposal of E - Waste in Central Bank of India.

7.2.Empanelment would be for TWO YEARS on PAN INDIA Basis. However, the Bank reserves the right to cancel the Empanelment with one month’s prior notice or extend the validity period of empanelment for further one year subject to satisfactory performance of the vendors during the contract period. However, Bank's decision will be final in this regard.

7.3.The e-waste for disposal will be identified by Bank by Bank's CO/ ZO/RO/Branches. The indicative list of electronic equipments to be taken under e-waste is mentioned in APPENDIX-B

7.4.Central Office/Zonal Office/s and Regional Office/s of Bank will float limited tenders (RFQ) amongst the qualified empanelled vendors for collection and disposal of e-waste of the identified equipments at the branches/offices falling under their respective CO/ZO/RO jurisdiction periodically or as and when required. Such RFQ will be issued to all the empanelled vendors.

7.5. Individual tender/s will contain detailed terms and conditions, instructions, location details and scope of work.

7.6. Empanelled vendors are required to respond to all the RFQs (Request for Quote) floated by our Offices.

7.7. Depending on the quote received by the Bank, the collection of e-waste will be awarded to H1 vendor (Highest Bidder) for the respective RFQ for which the empanelled bidder applied.

7.8. Vendors failing to respond to any three RFQs during the period of empanelment may be delisted from the Bank's empanelment.

7.9. The successful bidder should make the full payment to the Bank before picking up the items from the Branches/Offices within 2-3 working days from the date of selection of bidder. **GST and other taxes as per Govt norms on the auction proceeds will be extra**.

7.10. Successful vendor has to collect the e-waste within 2 weeks from the date of awarding the contract.

7.11. Successful vendors failing to collect e-waste from the Bank's location in terms of the Order issued to them on even one occasion may also be delisted from the Bank's empanelment.

7.12.The Guidelines issued by Ministry of Environment Forests, Government of India and respective State Pollution Control Boards or any other regulatory authorities from time to time with regard to disposal of E-Waste are to be strictly followed by the empanelled vendors.

**8. Empanelment Procedure**

The Vendor for E-Waste disposal will be empanelled as per the following process:

8.1. Vendor/s satisfying the eligibility criteria will be short listed after due scrutiny of documents submitted by the bidder.

8.2. The Bank reserves the right to accept / reject any or all Expression of Interest (EOI) received in response to this advertisement without assigning any reasons, whatsoever.

**9. De-empanelment of bidders**

9.1. During empanelment period, the Bank reserves the right to de-empanel any vendor. The Bank's decision will be final in this regard.

9.2. Bank should retain with themselves the authority to blacklist or bar a bidder for a specified period of the time from participating in its tendering process where the Bank has authentic information the bidder has been debarred/black listed from participating in the tendering process by a international organization or by a local organization on ground of fraud or corruption or for some other reason which, in the opinion of the Bank is not compatible with its procurement policy and ethical standard.

9.3. If the service provided by the vendor is found to be unsatisfactory or if at any time it is found that the information provided for empanelment or for any tender is false or if irregularities shown by the vendor when applying for the tenders, the Bank reserves the right to remove such Bidders from the empanelled list without giving any notice to the vendor in advance.

9.4. Empanelled Vendors not submitting their response for 3 limited tenders may be de-listed from our empanelment list at the discretion of the Bank.

**10. Scope of Work of E Waste Vendor**

Scope of Vendor/s for disposal of E Waste is as follows.

10.1. The empanelment is being done on Pan India Basis.

10.2. Empanelled vendors are required to mandatorily collect the e-Waste from all the locations/branches of the bank. Bank is having around 4500 Branches/Offices spread across India. Bidder should be agreeable to collect e-waste from all such identified locations.

10.3. The panel of vendors selected through this process will be empanelled **for a period of Two years** with a provision for review after one year.

10.4. The panel of vendors shortlisted by the bank would be used by all Branches/Offices of the Bank across the country to invite offers/price bids for e-waste management subject to the terms and conditions of the EOI.

10.5. The successful bidder should make the full payment to the Bank before picking up the items from the Branches/Offices within 2-3 working days from the date of selection of bidder. GST and other taxes as per Govt norms on the auction proceeds will be extra.

10.6. The Successful Bidder has to collect the e-waste within 2 weeks from the date of awarding the contract.

10.7. The Successful Bidders failing to collect e-waste from the Bank's location in terms of the Order issued to them on even one occasion may also be delisted from the Bank's empanelment.

10.8. The e-waste should be disposed-off in accordance with the timelines laid down by the Govt. of India guidelines currently in force/ from time to time. On final disposal, the vendor would be required to provide a certificate to this effect to the Bank within 30 days after receipt of e-waste.

10.9. The selected Bidder has to remove the storage media viz., Hard disk, Tapes, DATs, etc., and the same has to be **degaussed in front of the Bank officials** before collecting the e-waste from the Bank.

10.10.If e-waste is generated /collected in one State and required to be transported to another state for dismantling/recycling/final disposal, it would be the responsibility of the bidder(vendor) to have necessary approval /"No Objection Certificate" from the concerned State Pollution Control Board / Pollution Control Committee of Union Territory and intimate the State Pollution Control Board / Pollution Control Committee of Union Territory in transit as required by the GOI guidelines currently in force and issued from time to time. E-way bill generation is the responsibility of the Bidder.

10.11. It would be the responsibility of the bidder (vendor) for safe transit of the e-waste from Bank's location to the vendor's location. In case of any untoward happening during the transit of e-waste, the empanelled vendor (successful bidder) will be held solely responsible for the loss/consequences.

10.12. The bidder shall be entirely responsible for all taxes, duties, license fees, road permits, other taxes etc incurring during e-waste handling process.

10.13. The Generation of E-Way Bills before shipment of E-Waste, is sole responsibility of the Vendor.

**11.Bid Document  Cost**

11.1. This document can be downloaded from Bank's website  www.centralbankofindia.co.in. In that event, the bidders should pay the Application Fee of **Rs.2,000/-** (Non refundable including tax) for tender document by means of NEFT to Central Bank of India **A/c No 3287810289** and proof of the same should be uploaded in online bidding.

11.2. The Bidder shall bear all costs associated with the preparation and submission of the bid and the Bank will not be responsible for the costs, regardless the conduct or outcome of the bidding process. The Bank is not liable for any cost incurred by the bidder in replying to this EOI. It is also clarified that no binding relationship will exist between any of the respondents and the Bank until the execution of the contract.

**12. Pre-Bid Queries**

12.1. The bidder should carefully examine and understand the scope and, terms and conditions of EOI and may seek clarifications, if required. The bidders in all such cases seek clarification in writing in the same serial order of that of the EOI by mentioning the relevant page number and clause number of the EOI.

12.2. All communications regarding points requiring clarifications and any doubts shall be given in writing to the Deputy General Manager, Central Bank of India, Deptt of Information Technology Plot No 26 Sector-11 CBD Belapur Navi Mumbai-400614 or an email can be sent to [smitpurchase@centralbank.co.in](mailto:smitpurchase@centralbank.co.in) by the intending bidders before 03:00 PM on 17/08/2023.

12.3. No queries will be entertained from the bidders after the above date and time.

12.4. No oral or individual consultation shall be entertained.

**13.Pre-Bid meeting**

13.1.A pre-bid meeting of the intending bidders will be held Online, as scheduled below to clarify any point/doubt raised by them in respect of this EOI.

|  |  |  |  |
| --- | --- | --- | --- |
| Date | Day | Time | Place/Location |
| 18/08/2023 | Friday | 3.00PM | Central Bank of India  Deptt of Information Technology  Plot No 26, Sector 11, CBD Belapur  Navi Mumbai-400614 |

No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of EOI, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested bidders shall be present during the scheduled time. In this connection, Bank will allow a maximum of TWO (2) representatives from each Bidder to participate in the pre-bid meeting.

13.2. Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.

13.3. The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the EOI and it will be binding on the bidders.

13.4. Non receipt of reply to the queries raised by any of the Bidders shall not be accepted as a valid reason for non-submission of Bid. In addition, non-reply to any query may not be deemed the version of the Bidder as reflected in the query has been accepted by the Bank.

**14. Amendment to EOI**

14.1. At any time prior to deadline for submission of bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by way of an amendment.

14.2. Notification of amendments will be put up on the Bank's website (www.centralbankofindia.co.in) and will be binding on all bidders and no separate communication will be issued in this regard.

14.3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of bids.

**1 5. Preparation of Bids**

15.1. All bids and supporting documents shall be submitted in English and uploaded to the online bidding site. The response should be submitted in a structured format as per the checklist appended.

15.2. All pages of EOI should be stamped and signed by Authorized Signatory of the Bidder. All pages of the bid document should be serially numbered and shall be signed by the authorized person/s only. The person/s signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page. The bidder should submit a copy of Board Resolution or power of attorney document showing that the signatory has been duly authorized to sign the bid document.

15.3. The bid must contain EMD . The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per ANNEXURE-3

**16. Earnest Money Deposit (EMD)**

16.1.The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) of Rs.20,000/- (Rupees Twenty Thousand Only) by way of NEFT in favour of Central Bank of India, to account No 3287810289 and upload the proof on the E-procurement portal.

16.4. The EMD of bidders will be returned upon the finalization of Empanelment.

16.5. The EMD may be forfeited, if the bidder withdraws or amends the bid during the period of bid validity which is 120 days from the last date of submission of Expression of Interest or date of finalization of the empanelment whichever is later.

**17. Erasures or Alterations**

The Offers containing erasures or alterations or overwriting will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Bank may treat such Offers as not adhering to the tender guidelines and as unacceptable.

**18. Submission of Bids**

18.1.The Proposals should be submitted through online mode as per the following details.

|  |  |  |  |
| --- | --- | --- | --- |
| Last Date of Submission of BID | Day | Time | Mode of Submission |
| 04/09/2023 | Monday | Up to 15:00 Hours | Online at https://centralbank.abcprocure.com |

18.2. The following officials will facilitate in bid related queries and make arrangements for online bidding

|  |  |  |
| --- | --- | --- |
| SNo | First Official | Alternate Official |
| 1 | Mr. SHAHID KHAN | Mr. RAJEEV SRIVASTAVA |
| 2 | Sr. Manager-IT | MANAGER-IT |
| 3 | Central Bank of India | Central Bank of India |
| 4 | Deptt of Information Technology, Plot No 26, Sector 11, CBD Belapur Navi Mumbai | Deptt of Information Technology, Plot No 26, Sector 11, CBD Belapur Navi Mumbai |
| 5 | Phone : 022-67123669 | 022-67123669 |

**19. Bid Opening**

19.1. EOI will be opened in the presence of the Bidder's representative/s who may choose to attend the bid opening as per following schedule.

|  |  |  |  |
| --- | --- | --- | --- |
| BID opening Date | Day | Time | Mode of opening |
| 04/09/2023 | Monday | 15:30 pm | Online at https://centralbank.abcprocure.com |
|  |  |  |  |

**20. Evaluation of EOI**

20.1. The Bank will evaluate the bid/s submitted by the bidder/s under this EOI by the officers of the bank. The Bank may engage an external agency for evaluation of the bid. It is Bank's discretion to decide at the point of time.

20.2. The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of EOI, whether the documents have been properly signed and whether items are offered as per EOI requirements, whether technical documentation as required to evaluate the offer has been submitted. The Bank may, at its discretion, waive any minor non- conformity or any minor irregularity in the bid which does not constitute a material deviation. Bank's decision with regard to 'minor non-conformity' is final and the waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

20.3. EOI submitted by the bidder will be evaluated based on the format mentioned in ANNEXURE-3. Bidders who will qualify from Eligibility Criteria Evaluation will be empanelled. Period of empanelment will be decided by the Bank. The short listed applicants will be notified in due course. Only shortlisted applicants will be invited to participate in the tender/EOI. No interim enquiries will be entertained. The decision taken by the Bank shall be final and no representation or correspondence shall be entertained.

**21. Clarifications of Offers**

21.1. During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time stipulated by the Bank.

21.2.The Bank may go through a process of evaluation and normalization of the bids to the extent possible and feasible, to ensure that shortlisted bidders are more or less on the same footing by seeking incremental bid submission in part of the requested clarification by the Bank OR Revised submissions of the entire bid in the whole.

21.3. The Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The shortlisted bidders agree that, they have no reservation or objection to the normalization process and all the technically shortlisted bidders will, by responding to this EOI, agree to participate in the normalization process and extend their co-operation to the Bank during this process.

21.4. The shortlisted bidders, by submitting the response to this EOI, agree to the process and conditions of the normalization process.

**22. Modification/Cancellation of EOI**

22.1. The EOI is not an offer by Central Bank of India but an invitation to get the response from the interested bidders for short listing the bidders for Bank's requirements. No contractual obligations whatsoever shall arise from the Expression of Interest process.

22.2. The Bank reserves the right to cancel EOI process at any time, without thereby incurring any liabilities to the affected bidder[s]. Reasons for cancellation, as determined by the Bank in sole discretion include but are not limited to, the following:

a] Services contemplated are no longer required

b] Change in the scope of work or due to unforeseen circumstances and/or factors and or/or new developments

c] The project is not the in the best interest of the Bank

d] Any other reason

22.3. The Bank also reserves the right to modify/cancel/re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.

**23. Responsibility for completeness**

23.1.The Bidder shall be responsible for any discrepancies, errors and omissions in the bid, or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the Bank or not. The Bidder shall take all corrective measures arising out of discrepancies, error and omissions in the bid and other information as mentioned above within the time schedule proposed by the bank.

23.2. Wilful misrepresentation of any fact within the Bid will lead to the disqualification of the Bidder without prejudice to other actions that Bank may take. All the submission, including any accompanying documents, will become property of Central Bank of India.

23.3. The Bank reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of EOI or even after the award of contract.

**24. Intimation to the selected Bidders**

The Bank will prepare the list of Bidders on the basis of evaluation. The short listed applicants (empanelled bidders/vendors) will be notified on the Bank's website (www.centralbankofindia.co.in)) / Notice Board. No separate intimation will be sent to individual Bidders.

**25. Issuance of EOI/RFQ**

25.1. The Bank reserves the right to issue EOI/RFQ based on the responses and the requirement of the Bank.

25.2. Only shortlisted applicants will be invited to participate in the EOI/RFQ Process. The shortlisted applicants will be provided with EOI/RFQ documents through E-mail or hand delivery. The vendors are required to respond accordingly.

25.3. No interim enquiries will be entertained. The decision taken by the Bank shall be final and no representation or correspondence shall be entertained.

25.4. Central Bank of India reserves the right to accept / reject any or all expression of interest received in response to this advertisement without assigning any reasons, whatsoever.

25.5. The Bank reserves the right to avail services independently on its own without reference to shortlisted bidders of EOI.

# Instructions to Vendors – e-Tendering

The Bidders participating first time for e-Tendering for Central bank of India will have to complete the Online Registration Process on the portal. All the bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having -2- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using the bidder’s authorized individual’s (Individual certificate is allowed for proprietorship firms) Digital e- Token. If any assistance is required regarding e-Tendering (registration / upload / download/ Bid Preparation / Bid Submission) please contact on the support numbers given in the support details.

## Registration Process for Bidders:

a) Open the URL: https://centralbank.abcprocure.com/EPROC/

b) On Right hand side, Click and save the Manual "**Bidder Manual for Bidders to participate on e-tender**"

c) Register yourself with all the required details properly.

d) TRAINING: Agency appointed by the Bank will provide user manual and demo / training for the prospective bidders

1. LOG IN NAME & PASSWORD: Each Vendor / Bidder will be assigned a Unique User Name & Password by the agency appointed by the Bank. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the agency appointed by the Bank.

GENERAL TERMS & CONDITIONS: Bidders are required to read the “Terms and Conditions” section of the portal (of the agency concerned, using the Login IDs and passwords given to them.

|  |  |
| --- | --- |
| Bid Submission Mode. | https://centralbank.abcprocure.com/EPROC Through e-tendering portal (Class II or Class III Digital Certificate with both Signing & Encryption is required for tender participation) |
| Support person and phone number for e-tender service provider for any help in accessing the website and uploading the tender documents or any other related queries. | e-Procurement Technologies Limited **Technical Support Team**  Mr. Sujith Nair: 079 68136857 sujith@eptl.in Mr. Imtiyaz : 079 68136857 imtiyaz@eptl.in  Mr. Dharan Rathod: 9374519754 [dharan@eptl.in](mailto:dharan@eptl.in)  Mr. Nandan Valera: 9081000427 nandan.v@eptl.in Ms. Laxmi: 7859800624 "Laxmi Karli | EPTL" <laxmi@eptl.in> Mr. Devang : 079681368 [devang@eptl.in](mailto:devang@eptl.in)  Mobile Numbers: **+91-9904407997| 9081000427**  Alternative contact:  Name: Mr. Nisarg Thakkar  Email: nisarg.thakkar@auctiontiger.net  Phone: 079 6813 6822| Cell: +91 6354919566 |

Note: please note Support team will be contacting through email and whenever required through phone call as well. Depending on nature of assistance support team will contact on the priority basis. It will be very convenient for bidder to schedule their online demo in advance with support team to avoid last minute rush.

1. All bids made from the Login ID given to the bidder will be deemed to have made by the bidder.
2. BIDS PLACED BY BIDDER: The bid of the bidder will be taken to be an offer to sell. Bids once made by the bidder cannot be cancelled. The bidder is bound to collect the E-waste material as mentioned above at the price that they bid.

**Preparation & Submission of Bids**

The Bids (Eligibility Cum Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted “ON LINE” shall be summarily rejected. No other form of submission shall be permitted.

**Do’s and Don’ts for Bidder**

* Registration process for new Bidder’s should be completed at the earliest
* The e-Procurement portal is open for upload of documents with immediate effect Hence Bidders are advised to start the process of upload of bid documents well in advance.
* Bidder has to prepare for submission of their bid documents online well in advance as

1. The upload process of soft copy of the bid documents requires encryption (large files take longer time to encrypt) and upload of these files to e-procurement portal depends upon bidder’s infrastructure and connectivity.
2. To avoid last minute rush for upload bidder is required to start the upload for all the documents required for online submission of bid one week in advance.

* Bidder to initiate few documents uploads during the start of the EOI submission and help required for uploading the documents / understanding the system should be taken up with e-procurement bidder well in advance.
* Bidder should not raise request for extension of time on the last day of submission due to non-submission of their Bids on time or any technical glitches faced during the last four hours of bid closing time as Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.
* Bidder should not raise request for extension of time on the last day of submission due to non-submission of their Bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.
* Bidder should not raise request for offline submission or late submission since only online e-Procurement submission is accepted.
* Part submission of bids by the Bidder’s will not be processed and will be rejected.

1. **Terms & Conditions of Online Submission**

1. Bidders shall bear the cost of registration on the Bank’s e-tendering portal. Rules for web portal access are as follows:

2. Bidder should be in possession of CLASS II or CLASS III-Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to bank.

3. Bidders at their own responsibility are advised to conduct a mock drill by coordinating with the e-tender service provider before the submission of the technical bids.

4. E-Tendering will be conducted on a specific web portal as detailed in (schedule of bidding process) of this EOI meant for this purpose with the help of the Service Provider identified by the Bank as detailed in (schedule of bidding process) of this EOI.

5. Bidders will be participating in E-Tendering event from their own office / place of their choice. Internet connectivity /browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.

6. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider or bank is not responsible.

7. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the E-Tendering Auction successfully.

8. However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.

9. Failure of power at the premises of bidders during the E-Tendering cannot be the cause for not participating in the E-Tendering.

10. On account of this the time for the E-Tendering cannot be extended and BANK is not responsible for such eventualities.

11. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Tendering irrespective of the cause.

12. Bank’s e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.

13. Utmost care has been taken to reduce discrepancy between the information contained in e-tendering portal and this tender document. However, in event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.

14. Bidders are suggested to attach all eligibility criteria documents with the Annexers in the technical bid.

15. To avoid any inconvenience / complication on the last day of bid submission, it is advisable to submit the bid one day before the last date Further, any technical glitch during bid submission should be reported at least 04 hours before the bid closing time and not after that. Any communication in this regard received within 04 hours of bid closing time shall not be entertained by Bank. Neither bank nor e-Procurement Service Provider shall be liable for non- submission of bid in the above mentioned circumstances.

# Guidelines to bidders on the operations of Electronic Tendering System of Central Bank of India (<https://centralbank.abcprocure.com/EPROC>)

## Pre-requisites to participate in the Tenders

Registration of Bidders on Electronic Tendering System on Portal of CBI:

The Bidders Non Registered in Central bank of India and interested in participating in the e-Tendering process of CBI shall be required to enroll on the Electronic Tendering System. To enroll Bidder has to generate User ID and password on the “https://centralbank.abcprocure.com /EPROC”

Registration of New Bidders:

https://centralbank.abcprocure.com/EPROC/bidderregistration

The Bidders may obtain the necessary information on the process of Enrollment either from Helpdesk Support Team: 079-68136815, 9879996111 or may download User Manual from Electronic Tendering System for CBI. i.e. https://centralbank.abcprocure.com/EPROC

## Preparation of Bid & Guidelines of Digital Certificate

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a Digital Certificate (Class – II or Class – III). This is required to maintain the security of the Bid Data and also to establish the identity of the Bidder transacting on the System. This Digital Certificate should be having Two Pair (1. Sign Verification 2. Encryption/ Decryption)

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender may be submitted only using the Digital Certificate.

Certificate which is used to encrypt the data / information and Signing Digital Certificate to sign the hash value during the Online Submission of Tender stage. In case, during the process of preparing and submitting a Bid for a particular Tender, the Bidder loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online. Hence, the Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a all partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per Indian Information Technology Act, 2000 and subsequent amendment.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Central bank of India as per Indian Information Technology Act, 2000 and subsequent amendment. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

The bidder should Ensure while procuring new digital certificate that they procure a pair of certificates (two certificates) one for the purpose of Digital Signature, Non-Repudiation and another for Key Encipherment.

## Recommended Hardware and Internet Connectivity

To operate on the Electronic Tendering System, the Bidders are recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and 3G connection is recommended for better performance.

Operating System Requirement: Windows 7 and above Browser Requirement (Compulsory): Internet Explorer Version 9 (32 bit) and above and System Access with Administrator Rights.

**Toolbar / Add on / Pop up blocker**

Users should ensure that there is no software installed on the computers which are to be used for using the website that might interfere with the normal operation of their Internet browser. Users have to ensure that they do not use any pop-up blockers, such as those provided by Internet Explorer and complementary software, like for example the Google tool bar. This might, in certain cases depending on users’ settings, prevent the access of the EAS application.

## Steps to be followed by Bidders to participate in the e-Tenders

## Online viewing of Detailed Notice Inviting Tenders

The Bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by CBI on the home page of CBI e-Tendering Portal on <https://centralbank.abcprocure.com/EPROC>

## Download of Tender Documents:

The Pre-qualification / Main Bidding Documents are available for free downloading. However, to participate in the online tender, the bidder must purchase the bidding documents via NEFT payment towards cost of tender form fee.

## Online Submission of Tender

Submission of Bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of CBI. The templates may be either form based, extensible tables and / or uploadable documents. In the form based type of templates and extensible table type of templates, the Bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool.

In case Uploadable document type of templates, the Bidders are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

**Notes:**

1. The Bidders upload a single documents uploadable option.
2. The Bid hash values are digitally signed using valid class – II or Class – III Digital Certificate issued any Certifying Authority. The Bidders are required to obtain Digital Certificate in advance.
3. The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.
4. This stage will be applicable during both. Pre-bid / Pre-qualification and Financial Bidding Processes.

The documents submitted by bidders must be encrypted using document encryption tool which available for download under Download section on https://centralbank.abcprocure.com/EPROC Steps to encrypt and upload a document:

* Select Action: Encryption -> Tender ID: (enter desired tender ID) -> Envelope: (Technical / Price Bid) -> Add File: (Select desired document to be encrypted) -> Save File(s) to: (select desired location for encrypted file to save).
* After successful encryption, format of encrypted file will change to .enc which is required to be uploaded by bidders.
* After encryption bidders are required to upload document as per the mandatory list mentioned in the envelope i.e Technical / Commercial.

Note: Central Bank of India and e-Procurement Technologies Limited shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. Bidder can fix a call with support team members in case guidance is required by calling on below mentioned numbers.

Bidders need to take extra care while mentioning tender ID, entering incorrect ID will not allow bank to decrypt document.

## Contact details of e-Procurement Technologies Limited

M/s e-Procurement Technologies Limited

**Technical Support Team**   
Mr. Sujith Nair: 079 68136857 sujith@eptl.in  
Mr. Imtiyaz : 079 68136857 imtiyaz@eptl.in   
Mr. Dharan Rathod: 9374519754 [dharan@eptl.in](mailto:dharan@eptl.in)   
Mr. Nandan Valera: 9081000427 nandan.v@eptl.in  
Ms. Laxmi: 7859800624 "Laxmi Karli | EPTL" <laxmi@eptl.in>  
Mr. Devang : 079681368 [devang@eptl.in](mailto:devang@eptl.in)

Mobile Numbers: **+91-9904407997| 9081000427**

Alternative contact:

Name: Mr. Nisarg Thakkar

Email: nisarg.thakkar@auctiontiger.net

Phone: 079 6813 6822| Cell: +91 6354919566

## Close for Bidding:

After the expiry of the cut- off time of Online Submission of Tender stage to be completed by the Bidders has lapsed, the Tender will be closed by the Tender Authority.

## Online Final Confirmation:

After submitting all the documents bidders need to click on “Final Submission” tab. System will give pop up ”You have successfully completed your submission” that assures submission completion

## Short listing of Bidders:

The Tendering Authority will open the Technical Bid documents of all Bidders and after scrutinizing these documents will shortlist the Bidders who are eligible for empanelment.

## 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. All the online activities are time tracked and the electronic Tendering System enforces time-locks that 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.

* Bidder willing to participate in this EOI shall submit duly stamped Integrity Pact on a stamp paper of INR 500, as per Annexure-5 attached with this EOI. Integrity pact shall be submitted by all the prospective Bidders at the time of Bid submission or as per Bank’s satisfaction. Non – submission of Integrity Pact as per time scheduled prescribed by Bank may be relevant ground for Bidder’s disqualification to participate in the 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 Trivikram Nath Tiwari [ trivikramnt@yahoo.co.in ]
  + Shri Jagdip Narayan Singh [[[jagadipsingh@yahoo.com](mailto:jagadipsingh@yahoo.com)](mailto:trivikramnt@yahoo.co.in) ]
* 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 parities accept that the IEM has the right to access all the documents relating to the project/procurement, including minutes of meetings

ANNEXURE-1

**Checklist**

|  |  |  |
| --- | --- | --- |
| SNo | Other Clauses | Vendor Response Y/N |
| 1 | Whether Cost of the Tender document is Remitted? If exemption is sought under MSEs relevant certificate is uploaded |  |
| 2 | Whether EMD Submitted? If exemption is sought under MSEs relevant certificate uploaded |  |
| 3 | Whether the Bid is authenticated by authorized person? Copy of Power of Attorney or Authorization letter from the company authorizing the person to sign the bid document to be uploaded in Conformity to Eligibility Criteria? |  |
| 4 | Whether all pages are authenticated with signature and seal (Full signature to be affixed and not initials).Erasures / Overwriting / Cutting / Corrections |  |
| 5 | Whether address of Office on which communication / order has to be placed is indicated in ANNEXURE-4 |  |
| 6 | Whether all pages are authenticated with signature and seal (Full signature to be affixed and not initials).Erasures / Overwriting / Cutting / Corrections authenticated Certification / Undertaking is authenticated? |  |
| 7 | Whether ensured Indexing of all documents submitted with page numbers |  |

Vendors to verify the above checklist and ensure accuracy of the same before submission of the bid.

Checked for accuracy

|  |  |
| --- | --- |
| Date | Signature with seal |
|  | Name |
|  | Designation |

ANNEXURE-2

**Covering Letter Format**  
(Covering Letter has to be submitted in company's letter head)

Offer Reference No: Date: dd-mm-yyyy

To

The Deputy General Manager,  
Central Bank of India,  
Deptt of Information Technology  
Plot No 26, Sector 11, CBD Belapur  
Navi Mumbai-400614

Dear Sir,

Sub: Empanelment of Vendors for Disposal of E - Waste.

Ref: CO:DIT:PUR:2023-24:382

Having examined the EOI document including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to get short listed as empanelled vendor for disposal of E-Waste.

If our offer is accepted, we undertake to participate in the EOI/RFQ process to consult/advise the Bank in respect of disposal of e-waste at various branches/offices.

We remitted an amount of Rs 2,000/- vide UTR No \_\_\_\_\_\_\_\_\_\_\_\_\_\_ towards document cost and vide UTR No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Rs 20,000/- towards EMD as Non-interest Earning refundable deposit/EMD.  
 OR

We have enclosed relevant documents seeking exemption from submission of EMD.

We agree to abide by and fulfil all the terms and conditions and scope of work as defined in EOI and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in EOI.

This is to confirm that we unconditionally accept all the Instructions and Terms and Conditions of the subject EOI.

We hereby declare that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our Bid is liable to be rejected.

|  |  |
| --- | --- |
| Date : | Signature with seal: |
| Place : | Name |
|  | Designation |

ANNEXURE-3

**Eligibility Criteria Declaration**

(Eligibility Criteria Declaration has to be submitted in Company's letter head)

Sub: Empanelment of Vendors for Disposal of E - Waste.

Ref: EOI CO:DIT:PUR:2023-24:382

We have carefully gone through the contents of the above referred EOI and furnish the following information relating to Eligibility Criteria.

|  |  |  |
| --- | --- | --- |
| SNo | Eligibility Criteria | Documents to be submitted along with the EOI |
| 1 | The Bidder should be a registered Proprietorship Firm/Partnership Firm registered under LLP Act, Copy of Certificate of LLP registration. 2008/Indian Partnership Act, 1932 or (OR) Company in India as per Indian Companies Act, 1956 or Indian Companies Act 2013 | Copy of Registration of Proprietorship firm.  (OR)  Copy of Certificate of LLP Registration  (OR)  Copy of Certificate of Incorporation and Certificate of Commencement of Business in case of Public Limited Company  (OR)  Certificate of Incorporation in case of Private Limited Company, issued by Registrar of companies. |
| 2 | The bidders should have Copy of the valid Registration Certificate issued by Ministry of Environment Forests Ministry of Environment Forests (MOEF)/ Central Pollution Control Board / (MOEF)/ State Pollution Control Board to be submitted as per the current requirements for collecting, dismantling, recycling of e-waste.  The registration should be valid for a period of next 6 months at least from the date of this EOI. The bidder should be able to meet all future requirements/guidelines issued by GOI from time to time. | Copy of Valid Registration Certificate issued by Ministry of Environment & Forests (MOEF) Central pollution control Board/ State Pollution Control Board to be submitted. |
| 3 | The Bidder should have Copy of minimum  five orders of Rs.1 lac each or experience of two (2) years or  more during the previous 2 years i.e., management of e-waste  i.e., buying in 2021-22 and 2022-23  and **to be e-waste  recycler as on 31/03/2023**. The date submitted for reckoning the experience will be the date of registration or commencement of business, whichever is later. | Copy of five orders of Rs.1 lac each or experience of two (2) years or  more during the previous 2 years i.e., management of e-waste i.e., buying in  2021-22 and 2022-23. |
| 4 | The Bidder should have current client base from BFSI Sector/PSUs/PSBs/IT Industry/Central/State Govt Depts / Public/Private Limited companies | Copies of Agreement /Work order or any other relevant supporting documents like certificates from the clients to be submitted. |
| 5 | The bidder should not have been currently blacklisted /barred/disqualified by any Govt or PSU or PSB or regulator/statutory body or institution during last two years. | A self declaration in bidder’s letter head to this effect must be furnished. |
| 6 | The bidder should submit an undertaking to the effect that after deactivation/degaussing of the data and / or destruction of storage media, the data cannot be retrieved by using any procedure. | An undertaking in their letter head to be submitted by the bidder. |
| 7 | Bidder also need to submit an undertaking that all e-waste items collected from Central Bank of India will be disposed off as per the latest e-waste guidelines issued by State /Central government Authorities. | An undertaking in their letter head to be submitted by the bidder. |
| 8 | Non Disclosure Agreement | Non Disclosure Agreement as per (ANNEXURE -9) to be submitted by the bidder |
| 9 | Integrity Pact | As per ANNEXURE-5 |
| 10 | The Bidder should not be NPA account holder in any commercial banks in India | A self declaration in bidder’s letter head to this effect must be furnished. |

We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection.

Date : Signature with Seal

Place: Name :

Designation:

ANNEXURE-4 **Bidder's Profile**

(Bidder's Profile has to be submitted in company's letter head)

Sub: Empanelment of Vendors for Disposal of E - Waste.

Ref: EOI: CO:DIT:PUR:2023-24:382

|  |  |  |
| --- | --- | --- |
|  | **Name of the Bidder** | **Details** |
|  | Constitution |  |
|  | Date of Establishment/ Incorporation |  |
|  | Number of Years in the Business |  |
|  | Address for Correspondence  Regd Office:  Corporate Office: |  |
|  | Single point of contact for this EOI and upcoming EOI  Name:  Designation:  Mobile No.:  Landline No.:  Fax:  Email-ID :  Website :  (any changes in the above should be informed in advance to Bank) |  |
|  | Domestic Customer Base of the bidder (Number of Clients) |  |
|  | Details of other offices of the Firm/Company |  |
|  | Our PAN number for Income Tax is  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  We are registered with the GST authorities and our registration numbers are as follows.  GST Registration Number is  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Our Bank Details  Name and Style of Bank Account  Name of the Bank and Branch address  Account Number  RTGS / NEFT (IFSC) Code |  |

Wherever applicable submit documentary evidence to facilitate verification.

We hereby declare that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us our Bid is liable to be rejected.

Date : Signature with Seal

Place: Name :

Designation:

**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Guidelines on Banning of Business Dealing**

**1. Introduction**

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

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

**2. Scope**

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

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

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

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

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

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

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

**3. Definitions**

In these Guidelines, unless the context otherwise requires:

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

*Bidder / Tenderer’* in the context of these guidelines is indicated as

*‘Agency’*.

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

a) If one is a subsidiary of the other.

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

c) If management is common;

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

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

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

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

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

d) For Zonal Offices only

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

e) For Corporate Office only

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

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

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

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

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

**4. Initiation of Banning / Suspension**

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

**5. Suspension of Business Dealings**

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

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

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

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

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

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

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

(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, Inforamtion Technology. Member from GAD shall be the convener of the committee. The functions of the committee shall, inter-alia include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**9 Show-cause Notice**

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

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

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

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

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

c) For banning the business dealing with the Agency.

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

**10 Appeal against the Decision of the Competent Authority**

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

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

**11 Review of the Decision by the Competent Authority**

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

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

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

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

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

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

Annexure -5 (On Rs 500/- Stamp paper)

**INTEGRITY PACT**

Between

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

And

…………………………………………… hereinafter referred to as **“The Bidder/ Contractor”**

**Preamble**

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

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

**Section 1 – Commitments of the Principal**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 4 – Compensation for Damages**

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

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

**Section 5 – Previous transgression**

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

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

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

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

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

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

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

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

**Section 8 – Independent External Monitor / Monitors**

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

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

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

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

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

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

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

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

**Section 9 – Pact Duration**

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

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

**Section 10 – Other provisions**

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

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

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

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

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

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

**(Office Seal) (Office Seal)**

Place\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Place\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness1: Witness1:

Name & Address Name & Address

------------------------------------ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

------------------------------------ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

------------------------------------ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness 2: Witness 2:

Name & Address Name & Address

------------------------------------ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

------------------------------------ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

------------------------------------ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ANNEXURE-6

List of Major Customers of the Bidder in Last 2 Years and References

Sub: Empanelment of Vendors for Disposal of E - Waste.

Ref: EOI No CO;DIT:PUR:2023-24:382

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| SL.  No. | Name and complete  Postal Address of the | Name,  Designation,  Telephone,  Fax,  E-mail Address of the contact person (Customer) | Nature and description of the business during last 2 years/orders  Order No & date | Satisfactory Letter from customer to be enclosed or purchase orders to be enclosed. |
| 1 | 2 | 3 | 4 | 5 |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

|  |  |
| --- | --- |
| (Enclose necessary documentary proof) |  |
| Date : | Signature with seal: |
| Place : | Name |
|  | Designation |

|  |  |
| --- | --- |
| Annexure -7  EMD Format  EOI:CO:DIT: EOI:CO:DIT:PUR:2023-24:382 Expression of Interest for Empanelment of vendors for Disposal of E-waste  Dated:  **BID SECURITY LETTER**   1. WHEREAS, …………………………………………….. (hereinafter called the Bidder) has submitted the Proposal dated…………………………for Expression of Interest for Empanelment of vendors for Disposal of E-waste more described in the tender documents (hereinafter called Bid) to Central Bank of India. 2. KNOWN ALL MEN by these presents that we …………………………………… ……… …. having our registered office at ……………………………………….(hereinafter called the 'BIDDER') are offering security deposit of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) by way of UTR bearing No.\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_ to Central Bank of India, Information Technology Department, Sector 11, CBD Belapur, Mumbai 400614 for the acceptance and carrying out the purchase contract well and truly to be made to Central Bank of India, we bind ourselves , our successors and assigns by these presents. 3. If We 4. Withdraw the Bid during the period of Bid validity specified by the Bank on the Tender Documents or 5. Having been notified of the acceptance of our Bid by Central Bank of India during the period of validity:- 6. Fail or refuse to execute the contract form if required; or 7. Fail to comply with the terms and conditions contained in the tender document,   Then Central Bank of India has the right to forfeit the Bid Security amount on the occurrence of one or more of the same.  Dated this.................day of............  Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: Seal and signature of the Bidder |  |

Annexure-8

Compliance Statement

(Compliance Statement has to submitted in Company's Letter Head)

To   
The Deputy General Manager-IT  
Deptt of Information Technology  
Plot No 26, Sector 11,  
CBD Belapur  
Navi Mumbai-400614

Sub: Empanelment of Vendors for Disposal of E - Waste.

Ref: EOI:CO:DIT:PUR:2023-24:382

1We 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

|  |  |  |
| --- | --- | --- |
| Sl. | Description | Complied Yes/No |
| No. |  |  |

1Scope of Empanelment

2Empanelment Procedure

3Instructions to Applicants

We also undertake to comply with the e-waste guidelines of State, Central Government and Ministry of Environment & Forests or any other Regulatory guidelines currently in force and issued from time to time.

We hereby declare that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us our tender is liable to be rejected.

|  |  |
| --- | --- |
| Date | Signature with seal |
|  | Name |
|  | Designation |
|  | (Rs 500/- Stamp paper) |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Annexure-9 NON-DISCLOSURE AGREEMENT **This Agreement** made at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2023.  **BETWEEN**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** a company incorporated under the Companies Act, 1956 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 “**CBI**” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PARTb** and **CBI** are hereinafter individually referred to as party and collectively referred to as “the Parties”. Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.  **WHEREAS:**  The Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between them. In the course of such discussions and negotiations, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as “**the Purpose**”).  **NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**  **1. Confidential Information:** “Confidential Information” means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.  Either of the Parties may use the Confidential Information solely for and in connection with the Purpose.  Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.   1. **Non-disclosure:** The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party’s Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.   Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.  **3. Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.   1. **Term:** This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.   Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.  **5. Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.  **6. Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.  **7. Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.  **8. Entire Agreement, Amendment, Assignment:** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.  **9. Governing Law and Jurisdiction:** ‘Governing Law and resolution of disputes : The provisions of this Agreement shall be governed by the laws of India.In case of any dispute, the parties shall try to resolve the same by amicable settlement through mutual disccussions failing which the dispute/s shall be referred to a sole arbitrator to be appointed by both the parties by mutual consent. In case, the parties fail to agree on the name of sole arbitrator, both the parties shall appoint one arbitrator each. The two arbitrtors so appointed shall appoint the third arbitrator by mutual consent. The panel of the three arbitrators so appointed shall decide the dispute/s between the parties , and the decision of the panel shall be binding on the parties.  **10. General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided “as is”. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.  **11. Indemnity:** The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.  **IN WITNESS WHEREOF**, the Parties hereto have executed these presents the day, month and year first hereinabove written.  **For and on behalf of**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Authorized signatory:  Designation:  **For and on behalf of**  **CENTRAL BANK OF INDIA**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Authorized signatory:  Designation:    **Appendix-A**  List of Zonal computer centres and Regional Computer Centres  **REGIONAL OFFICES :**   |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | | S.N. | **BRANCH CODE** | **NAME OF THE REGION** | | | | STATE/UT | | 1 | 1114 | AGRA | | | | UTTAR PRADESH | | 2 | 1169 | AHMEDABAD | | | | GUJARATH | | 3 | 1895 | AKOLA | | | | MAHARASHTRA | | 4 | 3147 | AMBIKAPUR | | | | CHATTISGARH | | 5 | 2327 | AURANGABAD | | | | MAHARASHTRA | | 6 | 1118 | BANGALORE | | | | KARNATAKA | | 7 | 1117 | BARODA | | | | GUJARATH | | 8 | 4358 | BARPETA REGIONAL OFFICE | | | | ASSAM | | 9 | 2354 | BHOPAL | | | | MADHYA PRADESH | | 10 | 1123 | BHUBANESWAR | | | | ODISHA | | 11 | 1115 | CHANDIGARH | | | | CHANDIGARH -UT | | 12 | 1993 | CHENNAI | | | | TAMILNADU | | 13 | 2352 | CHHINDWARA | | | | MADHYA PRADESH | | 14 | 1121 | COCHIN | | | | KERALA | | 15 | 1122 | COIMBATORE | | | | TAMILNADU | | 16 | 2215 | COOCH BEHAR | | | | WEST BENGAL | | 17 | 2152 | DARBHANGA | | | | BIHAR | | 18 | 3255 | DEHRADUN | | | | UTTATKAND | | 19 | 2076 | DELHI D C A SOUTH | | | | DELHI | | 20 | 2077 | DELHI D C B NORTH | | | | DELHI | | 21 | 1150 | DURGAPUR | | | | WEST BENGAL | | 22 | 1847 | GORAKHPUR | | | | UTTAR PRADESH | | 23 | 1152 | GOWAHATI | | | | ASSAM | | 24 | 1305 | GWALIOR | | | | MADHYA PRADESH | | 25 | 1125 | HYDERABAD | | | | TELANGANA | | 26 | 1126 | INDORE | | | | MADHYA PRADESH | | 27 | 1211 | JABALPUR | | | | MADHYA PRADESH | | 28 | 1127 | JAIPUR | | | | RAJSTHAN | | 29 | 3098 | JALANDHAR | | | | PUNJAB | | 30 | 1131 | KANPUR | | | | UTTAR PRADESH | | 31 | 2607 | KOLKATA(NORTH) | | | | WEST BENGAL | | 32 | 3097 | KOLKATA(SOUTH) | | | | WEST BENGAL | | 33 | 1836 | KOTA | | | | RAJASTHAN | | 34 | 2061 | LUCKNOW | | | | UTTAR PRADESH | | 35 | 1134 | LUDHIANA | | | | PUNJAB | | 36 | 1137 | MADURAI | | | | TAMILNADU | | 37 | 1135 | MEERUT | | | | UTTAR PRADESH | | 38 | 3029 | MOTIHARI | | | | BIHAR | | 39 | 1894 | MUMBAI -NORTH (Now SMRO) | | | | MAHARASHTRA | | 40 | 4726 | MUMBAI SUBURBAN REGIONAL OFFICE | | | | MAHARASHTRA | | 41 | 1138 | MUZAFFARPUR | | | | BIHAR | | 42 | 1139 | NAGPUR | | | | MAHARASHTRA | | 43 | 1846 | NASIK | | | | MAHARASHTRA | | 44 | 1142 | PANAJI | | | | GOA | | 45 | 1977 | PATNA | | | | BIHAR | | 46 | 1149 | PUNE | | | | MAHARASHTRA | | 47 | 1296 | PURNEA | | | | BIHAR | | 48 | 1145 | RAIPUR | | | | CHATTISGARH | | 49 | 1143 | RAJKOT | | | | GUJARATH | | 50 | 1848 | RANCHI | | | | JHARKHAND | | 51 | 1844 | ROHTAK | | | | HARYANA | | 52 | 2353 | SAGAR | | | | MADHYA PRADESH | | 53 | 4644 | SAMBALPUR REGIONAL OFICE | | | | ODISHA | | 54 | 1147 | SILIGURI | | | | WEST BENGAL | | 55 | 1146 | SURAT | | | | GUJARATH | | 56 | 2385 | THANE | | | | MAHARASHTRA | | 57 | 3232 | UPPAR ASSAM | | | | ASSAM | | 58 | 1841 | VARANASI | | | | UTTAR PRADESH | | 59 | 1837 | VIJAYAWADA | | | | ANDHRA PRADESH | | 60 | 7001 | GANDHINAGAR-NEW | | | | GUJARATH | | 61 | 7002 | JAMNAGAR-NEW | | | | GUJARATH | | 62 | 7003 | HOSHANGABAD-NEW | | | | MADHYA PRADESH | | 63 | 7004 | RATLAM-NEW | | | | MADHYA PRADESH | | 64 | 7005 | SHAHDOL-NEW | | | | CHATTISGARH | | 65 | 7006 | AMRITSAR-NEW | | | | PUNJAB | | 66 | 7007 | KARNAL-NEW | | | | PUNJAB | | 67 | 7008 | SHIMLA-NEW | | | | HIMACHAL PRADESH | | 68 | 7009 | GUNTUR-NEW | | | | ANDHRA PRADESH | | 69 | 7010 | HUBLI-NEW | | | | KARNATAKA | | 70 | 7011 | THIRUVANTHPURAM-NEW | | | | KERALA | | 71 | 7012 | TRICHY-NEW | | | | TAMILNADU | | 72 | 7013 | VISAKHAPATNAM-NEW | | | | ANDHRA PRADESH | | 73 | 7014 | WARANGAL-NEW | | | | TELANGANA | | 74 | 7015 | DELHI(CENTRAL)-NEW | | | | DELHI | | 75 | 7016 | JODHPUR | | | | RAJASTHAN | | 76 | 7017 | BANKURA-NEW | | | | WEST BENGAL | | 77 | 7018 | JALPAIGURI-NEW | | | | WEST BENGAL | | 78 | 7019 | BAREILLY-NEW | | | | UTTAR PRADESH | | 79 | 7020 | DEORIA-NEW | | | | UTTAR PRADESH | | 80 | 7021 | ETAWAH-NEW | | | | UTTAR PRADESH | | 81 | 7022 | AYODHYA-NEW | | | | UTTAR PRADESH | | 82 | 7023 | JHANSI-NEW | | | | UTTAR PRADESH | | 83 | 7024 | DHANBAD-NEW | | | | JHARKHAND | | 84 | 7025 | GAYA-NEW | | | | BIHAR | | 85 | 7026 | KATIHAR-NEW | | | | BIHAR | | 86 | 7027 | SIWAN-NEW | | | | BIHAR | | 87 | 7028 | AHMEDNAGAR-NEW | | | | MAHARASHTRA | | 88 | 7029 | AMARAVATI-NEW | | | | MAHARASHTRA | | 89 | 7030 | JALGAON-NEW | | | | MAHARASHTRA | | 90 | 7031 | SOLAPUR-NEW | | | | MAHARASHTRA | | **ZONAL OFFICES** | |  | | | | S.N. | CODE | | ZONE | STATE /UT | | | | | 1 | 1109 | | AHMEDABAD-ZO | GUJARATH | | | | | 2 | 1104 | | BHOPAL (ZO) | MADHYA PRADESH | | | | | 3 | 1106 | | CHANDIGARH ZO | CHANDIGARH-UT | | | | | 4 | 1110 | | CHENNAI (ZO) | TAMILNADU | | | | | 5 | 1107 | | DELHI ZO | DELHI | | | | | 6 | 1105 | | KOLKATA-ZO | WEST BENGAL | | | | | 7 | 1112 | | LUCKNOW (ZO) | UTTAR PRADESH | | | | | 8 | 1151 | | MUMBAI METRO (ZO) | MAHARASHTRA | | | | | 9 | 1108 | | PATNA (ZO) | BIHAR | | | | | 10 | 1113 | | PUNE ZO | MAHARASHTRA | | | | |  |

**APPENDIX-B**

**LIST OF ELECTRONIC EQUIPMENTS IDENTIFIED TO BE TAKEN UNDER E-WASTE**

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Category** | **Items** | |
| 1. Computers Items : Server/ Desktop Computer (CPU, Monitor, Key Board and Mouse), Laptop, Note Book, Dumb Terminal etc or similar items, Main frames, Mini Computer, Personal Computers (CPU with input and output devices), Laptop Computers ( CPU with input and output devices) Note Book Computers, Notepad Computers, Tablet etc., or similar items | | |

2 Printer a Accessories All type of Printers, All type of Scanners, Printer Cartridge, Toner, etc., or similar items, Copying equipment, Mouse, Key Board, Electronic and Electronic Typewriters etc or similar items.

3 Network Equipments Routers, Switches, Patch Panel, Modem, Converter, VSAT equipments, etc., or similar items.

4. IT Accessories Biometric Login Devices, Floppy, CD and DVD, Pen Drive, External Hard Disk, External CD/DVD Writer, DAT Drive,

Speaker, Laptop Battery, Hand Held Device, VC Equipments,

Racks, Data Cartridge etc.or similar items and any other I.T.

related Hardware items.

5. ATM and Kiosks : ATMs, Kiosks of all types (Pass Book Printing Kiosks, Cash

Deposit Machines, Cheque Deposit Machines, Bulk Note

Accepters and Recyclers etc.,) or similar items.