



Tender Document

Tender Reference Number:

CO:DIT:PUR:2016-17:225

Request for Proposal

For

***Supply, Implementation and Maintenance of
Web based Comprehensive Pension Processing System***

TABLE OF CONTENTS

SR.NO.	CONTENTS	PAGE NO.
1	Invitation for Tender Offers	4
2	Background	5
3	Scope of the Work	5
4	Eligibility Criteria of Bidders	6
5	Terms and conditions	6
5.1	Two Bid System	6
5.2	Date of Submission	7
5.3	Liabilities of Bank	7
5.4	Proposal Process Management	7
5.5	Date of Bid Expiration	8
5.6	Bidder Indication of Authorization to Bid	8
5.7	RFP Ownership	8
5.8	Proposal Ownership	8
5.9	Bid Pricing Information	8
5.10	Bidder Status	8
5.11	Bid Security	8
5.12	Disclaimer	9
5.13	Right to Reject	9
5.14	Other General Conditions	9
5.15	Payment Terms	10
5.16	Project Completion Time	10
5.17	Customization of the Software	11
5.18	User Acceptance Test of software	11
5.19	Penalty Clause	11
5.20	Performance bank guarantee	11
5.21	Non Disclosure Agreement	12
5.22	Cancellation of Order	12
5.23	Force Majeure	12
5.24	Clarifications and amendments of RFP Document	12
5.25	Training	13
5.26	Warranty	13
5.27	Maintenance Support	13
5.28	On-site support	14
5.29	Facility Management Services (FMS) and Helpdesk	14
5.30	Project Review	14
5.31	Repairs and Maintenance	15
5.32	Insurance	15
5.33	Guarantees On Software and Hardware	15
5.34	Guarantees on Response Time to Errors	15
5.35	Guarantees on System Up Time	16
5.36	Security	16

5.37	Non-Disclosure Agreement/Service Level Agreement (SLA)	16
5.38	Resolution of Dispute	17
5.39	Independent Contractor	17
5.40	Project Management	18
5.41	Intellectual Property Rights	18
5.42	ESCROW	18
5.43	License	19
5.44	Hardware Sizing	19
5.45	Disaster Recovery Setup	19
5.46	Inspection, Audit and Visitations	20
5.47	Indemnity	21
5.48	Termination	22
5.49	Bidders Liability	23
5.50	Assignment	24
5.51	Information Ownership	24
5.52	Liquidated Damages	24
5.53	Confidentiality	25
5.54	Violation of Terms	27
5.55	Statutory and Regulatory Requirements	27
5.56	Taxes	27
5.57	Privacy and Security Safeguards	28
5.58	Corrupt and Fraudulent Practices	28
5.59	Change Request	28
5.60	Compliance with Laws	29
5.61	Waiver	29
5.62	Publicity	29
5.63	Survival	29
5.64	Acceptance of Terms and Conditions	29
6	Technical bid – General information	30
7	Commercial bid	32
8	Evaluation process	36
9	Technical requirements	42
10	Covering letter	44
11	Acceptance letter to be given by bidder	45
12	Proforma for performance bank guarantee	46
13	Non-disclosure agreement	48

1. Invitation for Tender Offers

Central Bank of India invites sealed tender offers (technical offer and commercial offer separately) from the eligible bidders for implementation of **Comprehensive Pension Processing System** in the Bank. The Tender document can be downloaded from Bank's website. Bid related details are given below:

Tender Reference	CO:DIT:PUR:2016-17:225
Fees for RFP Document (non-refundable)	Rs.5,000/- (Rs. Five Thousand only)
Earnest Money Deposit	Rs.5,00,000/- (Rs. Five Lakh only)
Availability of RFP document for downloading from the Bank's website	From 8th August 2016 onwards
Date to receive all the queries if any	18th August 2016 before 1100 hours
Date, Time and Venue of Pre-bid meeting	23rd August 2016 at 1100 hours Central Bank of India, Dept of Information Technology, Plot No.26, Sector 11, CBD Belapur, Navi Mumbai-400 614
Last Date, Time and Place for receipts of tender offers	7th September 2016 at 1500 hours at above mentioned address
Date, Time and Place of Technical Bid Opening	7th September 2016 at 1530 hours at above mentioned address
Address for Communication	Deputy General Manager - DIT, Central Bank of India, Dept of Information Technology, Plot No.26, Sector 11, CBD Belapur, Navi Mumbai – 400 614
Contact Telephone Numbers	022-67123641,67123633
Email Id:	agmitcomp@centralbank.co.in cmsdrgroup@centralbank.co.in smdevelop@centralbank.co.in
Website:	www.centralbankofindia.co.in

It is essential that all clarifications / queries / suggestions be submitted to Central Bank of India at the above address at least **two** days before the date of the Pre-bid meeting. Bidders, who furnish the Tender Fees of RFP Document before pre-bid meeting, will be eligible to participate in the pre-bid meeting.

Fees for RFP document Rs. 5,000/- to be paid in the form of Demand Draft issued by a Scheduled Commercial bank in favour of "Central Bank of India" payable at Mumbai and the DD shall be submitted prior to the pre bid meeting.

If any bidder choose not to attend the pre-bid meeting, their queries if any may not be entertained by the Bank. However, they will be allowed to participate in the RFP process and the said fee for RFP document can be submitted along with the "Technical Offer" on or before the prescribed last date of submission of the tender offers.

Earnest Money Deposit of Rs.5,00,000/- shall be submitted along with the "Technical Offer".

Tender offers (Technical) will be opened, in the presence of the tenderer's representatives who choose to attend the opening of tender. No separate communication will be sent in this regard.

2. Background

Central Bank of India, herein after referred to as the “Bank” - established in 1911, was nationalized in the year 1969 and today is a leading public sector bank and has been listed in BSE/NSE. The organizational structure of The Bank consists of four tiers viz., Central Office (CO), Zonal Offices (ZO), Regional Offices (RO) and Branches. The Bank has a network of 4889 plus branches, monitored by approximately 59 Regional Offices, which in turn reports to 13 Zonal Offices spread across the length and breadth of the country with presence in all the States and Union Territories. The Bank also has specialized branches catering to the specific needs of Retail Customers, Industrial Units, Corporate Clients, Forex Dealers, Exporters and Importers, Small Scale Industries and Agricultural sector. The Bank has sponsorship in 4 Regional Rural Banks (RRB). Bank has implemented Core Banking Solution B@ncs24 from Tata Consultancy Services Limited in all the branches.

3. Scope of the Work

Central Bank of India intends to procure an “Web Based Comprehensive Pension Processing System” for the Bank. The solution must have compatibility with Core Banking Solution (B@ncs24) of the Bank and would include installation, implementation & maintenance of all necessary Hardware and Software. The end to end Web based pension solution consists of

- Procurement, Installation, configuration and implementation of Hardware and Operating Systems and subsequently manage and maintain.
- Procurement, Installation, configuration and Implementation of Database Management System (DBMS) and subsequently manage and maintain.
- Procurement, Installation, configuration and implementation of Applications and subsequently manage and maintain.
- Maintain total infrastructure for 5 years after implementation i.e. the date of acceptance of the integrated system and adhering to the technical and functional/ operational specifications of the Bank.
- Training of Bank’s team on applications, operating systems and databases which should cover all roles of business power users and consumers.
- Design and implementation of Disaster Recovery Site/ Business Continuity Plan (BCP) including procurement, installation and configuration of required hardware, operating systems, application software, tools etc.
- Design and implementation of periodic backups.
- Production support and applications monitoring at primary DC and DR site.
- Provide data dictionary and documentation.
- Implementation of baseline security as per Bank’s information security policy.
- The data shall be provided to downstream application being maintained by Bank whenever required in Bank’s format without any additional cost to the Bank.
- The data migration from existing pension system in proposed system should be sole responsibility of the successful bidder.

The detailed functional and Technical requirements of the solution are specified in Annexure 4 - functional Scope and section 9 respectively in this RFP.

4. Eligibility Criteria of Bidders

(Documentary proof, wherever applicable, to be attached)

A bidder shall be required to satisfy the as per Annexure 3 - Eligibility criteria for being eligible for participation in the bidding process.

5. Terms and Conditions

Central Bank of India invites the Bidder's attention to the following terms and conditions which underline this RFP and which provide a statement of understanding between the interested parties.

5.1 Two Bid System

Separate Sealed Envelopes Containing Technical Proposal (Technical Bid) along with Eligibility Criteria and Commercial Proposals (Commercial Bid) shall be clearly super scribed as “**Technical Bid – RFP for Comprehensive Pension Processing System**” and “**Commercial Bid - RFP for Comprehensive Pension Processing System**” respectively and shall be addressed to and submitted at : -

Dy. General Manager - IT,
Central Bank of India,
Dept of Information Technology, First Floor,
Plot No.26, Sector 11,
CBD Belapur, Navi Mumbai - 400 614.

Technical Bid:

- I. The technical bid will be evaluated for technical suitability as well as for other terms and conditions as mentioned in Page No.29.
- II. It is mandatory to provide the functional & technical details in the exact format as given in the RFP. Correct functional & technical information of the solution being offered must be provided in the structured format. The offer may not be evaluated by Bank in case of non adherence to the format or partial submission of technical details.
- III. It shall include Fees for tender document (if not submitted earlier) and EMD amount in the form of Demand Draft.
- IV. It shall include “Authorization Letter” from OEMs (Original Equipment Manufacturers) of the quoted products, in case the bidder is not the OEM. It shall include detailed technical specifications of the proposed hardware, OS, Data base or other software utility.
- V. It shall include details of server / Processor / Client licenses requirement for proposed components.
- VI. It shall include compliance with all functional requirements
- VII. It shall include compliance with technical requirements

- VIII. It shall include detailed architecture of the proposed solution with various features / functioning of the system / sub-system including fail over methodology / strategy at both Primary Data Centre & Disaster Recovery site.
- IX. It shall include Future Road map on scalability, version upgrade / releases of Pension System and up gradation of interface in case of version upgrade in bank's CBS as well changes in regulatory / statutory requirements from time to time.
- X. It shall include details of service support infrastructure of proposed solution.
- XI. It shall include Bill of material without price information.
- XII. The soft copy of the technical bid document (in MS-Word format) also shall be provided to the Bank in a CD/DVD at the time of submission of technical bid. The contents of the softcopy shall be same as that of hardcopy submitted.

Commercial Bid (refer Point No.7)

- I. The commercial bid shall give all relevant price information and shall not contradict the Technical bid in any manner. All prices shall be quoted in Indian Rupees only.
- II. Commercial bid shall include the Annual Maintenance charges for next Four years after expiry of one year warranty period.
- III. It is absolutely essential for the bidders to quote the lowest price for the hardware & software in their own interest.
- IV. Quoted price shall include all charges except sales Tax / VAT/ Service Tax and Octroi/Entry Tax, which will be paid/reimbursed additionally as per actuals.
- V. Commercial prices shall be fixed price and do not vary with fluctuation in other currency.
- VI. In case of any anomalies between Unit Price and Total Price, The Unit Price will prevail.
- VII. In case of any difference between amount written in figures and word, the amount given in words will be final.
- VIII. Bank will not pay any traveling charges / visit charges / hotel stay for any traveling/ training undertaken by the Bidder staff / personnel for the project.

5.2 Date of Submission

The proposal shall reach the Bank on or before date and time mentioned above. The proposals received later than the above scheduled date and time will not be accepted. The e-mail address and phone/fax numbers of the bidder shall also be indicated on the sealed cover. The details in both the Bids shall be exactly as stipulated and otherwise the offer is liable to be rejected.

5.3 Liabilities of Bank

This RFP is not an offer by Bank, but an invitation for Bidder responses. No contractual obligation on behalf of Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Bank and the Bidder(s).

5.4 Proposal Process Management

Bank reserves the right to accept or reject any and all proposals, to revise the RFP, to request one or more re-submissions or clarifications from one or more Bidders, or to cancel the process in part or whole. No Bidder is obligated to respond to or to continue to respond to the RFP. Additionally, Bank reserves the right to alter the requirements, in part or whole, during the RFP process, and without re-issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP and subsequent presentations and contract negotiation processes.

5.5 Date of Bid Expiration

Proposals must be valid for a minimum of 180 days from the date of technical bid submission. Responses must clearly state the validity of the bid and its explicit expiration date.

5.6 Bidder Indication of Authorization to Bid

Responses submitted by a Bidder to this RFP (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the Bidder's response. The proposal must be signed by an official authorized to commit the bidder to the terms and conditions of the proposal. Bidder must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official and submit the copy of power of attorney / authority letter authorizing the signatory to sign the bid.

5.7 RFP Ownership

The RFP and all supporting documentation/templates are the sole property of Central Bank of India and shall not be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust and may, inter alia cause the Bidder to be irrevocably disqualified. The aforementioned material must be returned to Bank when submitting the Bidder proposal, or upon request. In case the Bidder is not interested in responding to the RFP, the RFP documents and any appendices (which are collected directly from Bank, other than through website) must be returned to Bank immediately.

5.8 Proposal Ownership

The proposal and all supporting documentation submitted by the Bidder shall become the property of Central Bank of India.

5.9 Bid Pricing Information

By submitting a signed bid, the Bidder certifies that:

The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred. If any bidder is engaged in inducement, coercion, or any other corrupt mode with any participating bidder, it may be rejected or disqualified by the Bank in further bid processing.

5.10 Bidder Status

Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with Central Bank of India.

5.11 Bid Security

The Bidder is required to submit an interest free deposit towards bid security amount (EMD) by way of a Demand Draft issued by a Scheduled Commercial bank, in favor of "**CENTRAL BANK OF INDIA**" as a part of the proposal.

The said bid security amount (EMD) will be forfeited, if the bidder withdraws his proposal during the period of the proposal validity; or if the bidder, having been notified of the acceptance of its proposal by the purchaser during the period of validity of the proposal fails or refuses to execute the contract in accordance with the RFP.

The Demand Draft towards bid security amount (EMD) of the unsuccessful bidder(s) will be returned after completion of tendering process. However the EMD of successful bidder will be returned after submission of Performance Bank Guarantee (PBG) as mentioned under Point No.5.20

5.12 Disclaimer

The Bank and/or its officers, employees disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.

5.13 Right to Reject

Central Bank of India reserves the right to Reject any or all proposals received in response to the RFP without assigning any reasons thereof.

Bank reserves the right, to waive or modify any formalities, irregularities, or inconsistencies in the bid, which does not prejudice or affect the relative ranking of any bidder, which shall be binding on all bidders.

5.14 Other General Conditions:

- All responses received after the due date/time would be considered late and would not be accepted.
- All responses by the bidders to this RFP document shall be binding on such bidders for a period of 180 days after the submission of the bids.
- Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the bank.
- Bank reserve the absolute right to reject the offer if it is not in accordance with its requirements and no further correspondence, whatsoever, will be entertained by the Bank in the matter.
- Any technical or commercial bid, submitted cannot be withdrawn/modified after the submission of the bids
- Each offer shall specify only a single solution which is cost- effective and meet the tender specifications and shall not include any alternatives.
- The bidder shall bear all costs associated with the preparation and submission of its bid, attending pre-bid meeting or arranging Product Walk through and Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- The bidder shall also indemnify Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software(s), hardware(s) or any part thereof in India and abroad.
- To assist in the scrutiny, evaluation and comparison of offers Bank may, at its discretion, ask some or all bidders for clarification of their offer. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in India, the bidder shall act expeditiously to extinguish such claims. If the bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the bidder of such claims, if it is made, without delay by fax/e-mail/registered post.
- Any modification / change to be done due to Regulatory / Government requirement, the bidder shall do the changes without any commercial to the Bank.

5.15 Payment Terms

The Bank shall make payments as follows:

1. Cost of Hardware
 - 30% after Delivery of complete hardware
 - 40% after installation of complete hardware
 - 20% after UAT sign off
 - 10% after completion of warranty period or against PBG
2. Cost of Software
 - 40% after Delivery and Installation of all deliverables(Application software, OS, Database, any 3rd party utilities) as per RFP
 - 40% after UAT Sign Off
 - 10% after go live processes and successful running of pension payment system for two months.
 - 10% after completion of warranty period or against PBG
3. Cost of Implementation – Primary Site
 - 10% after SRS sign off
 - 30% after UAT Sign Off
 - 40% after full go live
 - 20% after 90 days of full go live
4. Cost of Implementation – DR Site
 - 50% on completion of implementation and acceptance at the site
 - 50% after successful completion of two DR drill
5. Payment of On-site support/AMC/ATS Charges (post warranty)
 - AMC/ATS/On-site support including facility management charges will be paid quarterly on arrear basis. The same may be released on in advance on yearly basis against Performance Bank Guarantee.

1. Hardware **AMC** will start after expiry of warranty period of one year and warranty will start from date of acceptance of Hardware.

2. The Software **ATS** will start after successfully installation of softwares.

3. The **AMS** of the solution will start from the date of full go live of the project.

The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the bidder must be in conformity with the payment terms proposed by the bank. Any deviation from the proposed payment terms would not be accepted.

The bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the bank. The payment terms need to be read in conjunction with the price bid.

5.16. Project Completion Time

The schedule of activities towards completion of the project is six months from date of purchase order as per given below:

- One month for preparation of System Requirement Specification (SRS) from the date of kick off meeting (within 7 days of purchase order).
- Hardware delivery and installation shall be completed within six to eight weeks from the date of issuing Purchase order.
- 4 month for customization / parameterization after SRS sign off.
- 15 days for UAT and going live including data migration and interface development if any.

5.17 Customization of the Software

On awarding the contract, the bidder shall discuss with core users of the Bank for understanding the functioning of the existing system. Bidder shall prepare a SRS document based on user requirements and other requirements of the RFP. The bidder shall undertake to obtain Bank's approval of the SRS documentation and associated project plans before software customization work commences. The customization document shall provide the plan in detail based on the criticality of the requirements.

5.18 User Acceptance Test of software

The Bank conducts 'User Acceptance Test' (UAT) for the PENSION system to ensure that all the functional requirements are available and functioning as per RFP. It will be the bidder's responsibility to create the testing environment, test plan and share possible test cases for the Bank's users for testing the product features and the bidder will be required to assist the Bank in the entire testing phase. The BANK will accept the developed/ customized software only after implementation of the software with successful conduct of acceptance testing by users. Software will be considered to be accepted only after the BANK issues an acceptance letter to the bidder. New Software may be audited for risk analysis and security features by Bank's IS Audit team or any third party Auditor appointed by the BANK, if so desired by the BANK.

5.19 Penalty Clause

The bidder must strictly adhere to the schedules for completing the assignments. Failure to meet these Implementation schedule, unless it is due to reasons entirely attributable to the bank, may constitute a material breach of the bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the bidder's inability to meet the established delivery dates, the bank may take suitable penal actions as deemed fit.

Penalty:

The bidder shall agree to a penalties structure in accordance with the following:

- For delayed beyond the implementation schedule :

The Bidder shall be liable to forfeit up to 0.5% of the project cost if the project is delayed beyond the implementation schedule per week or part thereof subject to maximum of 10% and the delay is solely the Bidder fault and reasons not attributable to Central Bank of India.

5.20 Performance bank guarantee

- a) The successful bidder shall provide a performance bank guarantee for a period of 5 years and additional three month grace period for an amount equivalent to 10% of the total order value from a schedule Commercial bank in the format specified by the bank within 30 days from the date of purchase order. The Proforma for Performance Bank Guarantee is attached herewith.
- b) In the event of non performance of obligation or failure to meet the terms / requirements of the RFP, bank shall be entitled to invoke the performance guarantee without notice or right of demur to the bidder.

Bank reserves its right to invoke the Performance Bank Guarantee besides cancellation of the entire Purchase Order in the event of breach and/or nonobservance of any of guaranteed performance.

5.21 Non Disclosure Agreement

The Bidder will have to sign a Non-disclosure agreement with the Bank as per the format enclosed.

5.22 Cancellation of Order

The Bank reserves its right to cancel the Purchase Order at any time, in the event of delay in project beyond the specified period or non-compliance of the RFP terms or non-fulfillment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory. In addition to the cancellation of Purchase order, the Bank reserves the right to invoke the Bank Guarantee given by the Bidder to recover the damages.

5.23 Force Majeure

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, “Force Majeure” means an event explicitly beyond the control of the bidder and not involving the bidder’s fault or negligence and not foreseeable. Such events may include, Acts of God or of public enemy, acts of Government of India in their sovereign capacity and acts of war.

If a Force Majeure situation arises, the bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the bidder shall continue to perform his obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period (s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the bidder shall hold performance in an endeavor to find a solution to the problem.

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

5.24 Clarifications and amendments of RFP Document

RFP Clarifications

During Technical Evaluation of the proposals Bank may, at its discretion, ask bidders for clarifications on their proposal. The bidders are required to respond within the prescribed time frame.

Amendments in RFP

At any time prior to deadline for submission of proposal, Bank may for any reason, modify the RFP. The prospective bidders having received the RFP shall be notified of the amendments through website and/or newspapers and such amendments shall be binding on them.

5.25 Training

Training: Necessary training to the Bank's team shall be provided

- **Training to the IT Team of around 5 officers shall cover system administration, viz.**
 - User management,
 - Management of server,
 - Management of Operating System,
 - Management of Database,
 - Management of Application software
 - Report writing
 - Security & Network management;
 - Backup & Recovery Operations
 - Disaster Recovery Operations
 - Day End/Day begin process
 - Troubleshooting etc.
- **4 Training sessions to the User Groups including Branch, RO and ZO staff engaged with in various domains of bank's Pension operations. These training session shall cover:**
 - Functionalities available in the pension system deployed
 - Details of accounting entries, including relevant system generated entries
 - Parameterization
 - Use of different analytical tools
 - Auditing Techniques
 - Report Generation etc.

5.26 Warranty

Bidder shall provide maintenance and support under warranty, without any extra cost, for a minimum period of one year for software, Operating System, data base, any 3rd party utilities. Warranty for application Software shall start from the date of full go live of the solution. During the warranty period, bidder is required to deploy at least two, level one resource at Bank's Pension Department in Mumbai to support the application.

5.27 Maintenance Support

The Bidder must provide uninterrupted availability of the system and ensure that the problem is resolved within the time schedule as prescribed in the Service Level Agreement (SLA). For any major break down such as crash, the Bidder must arrange for immediate on site support for recovery and resumption of operations. The re-installation of the software and RDBMS if required is the sole responsibility of the Bidder, which shall be treated as service provided under Warranty/AMC. Maintenance support will also include installation of system updates and upgrades, providing corresponding updated manuals, and follow-up user training. During the AMC period, all upgrades shall be free and all regulatory / statutory changes shall be done without any additional cost to the Bank.

5.28 On-site support

There shall be at least two technical experts throughout the project period to be provided for on-site support. On-site support shall be provided by technical experts conversant with Pension system. The on-site support shall extend services like helpdesk, data backup, user management, database management/ maintenance, updation of data, maintaining integrity of data, loading application upgrades, technical support for adhoc queries, archival of data, DR drill activities etc.

5.29 Facilities Management Services (FMS) and Helpdesk

The Bidder is required to provide Helpdesk & Facility Management services till the end of project Period /contract period primarily at Department of Information Technology Core Banking Department, CBD Belapur, Navi Mumbai with support at DRC Hyderabad on need basis. The bidder is required to indicate the resource requirements for FMS in the Bill of Material. New solution will be deployed on new hardware only.

FMS service Onsite support should consist of both L1 and L2 support. L1 support resource should have a minimum experience of 2 years. L2 support resource should have a minimum experience of 3 years.

1. Facilities Management: Facilities Management would include support on Bank's location Data Centre, Disaster Recovery and CPPC pension department for all hardware, application software, etc. provided by the Bidder with complete detail like number of resources required (post implementation) with their No. of years' experience etc. and be mentioned in Bill of Material. Facility Management services should be provided for entire project duration. Support personnel should be technically qualified and experienced in the same field / application. Facilities Management services should include Daily maintenance and DBA activities. Onsite support during bank's working hour on all business days excluding Sunday / Holidays with exception as per Bank's requirement / exigencies from time to time. The normal business hours will be 9x6-Monday - Saturday-1000 Hrs. to 1900 Hours. Onsite support should be provided during DR drill even if the same falls on any Sundays or holidays.

All the H/W, application support (Post implementation) would be covered under Facility Management. Bank is currently using EMS (CA) tool for performance monitoring and asset inventory which can be utilized. However the Bidder needs to coordinate with Banks EMS team for Installation and configuration. Bank is using Service desk for Ticket raising which can be extended. The facility management will be from the date of go live till the expiry of the contract.

2. Helpdesk: Helpdesk refers to availability of resources to record and respond to events and incidents related to the application, hardware & software implemented as per the scope of this RFP. Bank will provide required basic infrastructure such as furniture, Desktops, Internet, Telephone lines etc. at Core Banking Department, CBD Belapur, Navi Mumbai.

5.30 Project Review

Bidder has to engage an experienced on-site Project Manager for this assignment who shall have direct experience of successful implementation/ management of Pension project for a banking/ financial organization in last two years.

Detailed Project review must be conducted during project execution at no additional cost. These reviews are required weekly with the project leaders/ project manager or steering Committee level (of bidder and the Bank) respectively. The review will be in order to monitor progress of the project and take necessary corrective action, if required. The bidder will submit weekly reports regarding the progress of work along with the corrective actions/ suggestions and risk management plan. Any document submitted by the bidder shall be properly backed up by quality review documents.

5.31 Repairs and Maintenance

During the terms of this agreement the bidder agrees to maintain the Hardware, OS, Data Base, Application Software, Interfaces and other 3rd party utilities supplied with the proposed solution.

5.32 Insurance

The Hardware to be supplied will be insured by the bidder against all risks of loss or damage from the date of shipment till such time it is installed at the Bank's site. Certificates of the "Comprehensive Insurance Cover" will be submitted to the Bank for verification/examination and record. The bidder shall take the insurance cover from a Government of India recognized insurance company only.

5.33 Guarantees on Software and Hardware

The bidder shall guarantee that the Hardware Systems delivered to the Bank are brand new, including all components. The bidder shall guarantee that the software / hardware / RDBMS / Other related suits supplied to the Bank are licensed, legally obtained and will not require any further licensing costs, other costs or any other software/hardware purchase to meet the above mentioned guarantees.

5.34 Guarantees on Response Time to Errors

The Bank will classify all errors in to three categories:

- (I) **Critical errors** defined as the Errors that require/cause the Bank to shutdown the production server or stop all services through the server and the application working is stopped immediately.
- (II) **Medium Level Errors** defined as those errors that are not the Critical Errors as defined above but cause great inconvenience or operational difficulties to the Bank
- (III) **Low Level Errors** defined as those other errors that are not the Critical errors or the Medium Level Errors as defined above

The Bidder undertakes and guarantees that all the Critical Errors will be resolved in the production environment within two hours of the Bank intimating the same through writing, telephone, mail or fax. In case the Critical Errors are not resolved within the stipulated time as above, there shall be a penalty of Rs.5,000/- (Rupees Five thousands only) per hour exceeding above said 4 hours resolution time apart from replacement of the respective hardware/software at bidder's own cost for solving the errors. In case the error is not resolved within 8 hours from the time of reporting of the error by the Bank, the bidder shall be liable to pay an additional penalty of 0.1% of the total value of the above said purchase order. Such penalty shall be adjusted as maintenance credit against the AMC payable by the Bank to the bidder.

The Bidder undertakes and guarantees that all the Medium Level Errors will be resolved in the production environment within one day of the Bank intimating the same through writing, telephone, mail or fax.

In case the Medium Level Errors are not resolved within the stipulated time as above, there will be a penalty of Rs. 25,000/= (Rupees Twenty five thousands only) per day exceeding the above said one day resolution time apart from replacement of the respective hardware/software at the bidder's own cost for solving such errors. In case the error is not resolved within 4 days from the time of reporting of the error by the Bank, the bidder shall be liable to pay an additional penalty of 0.1% of the total value of the above said purchase order. Such penalty shall be adjusted as maintenance credit against

the AMC payable by the Bank to the bidder.

The bidder undertakes and guarantees that all the Low Level Errors will be resolved in the production environment within seven days of the Bank intimating the same through writing, telephone, nail or fax.

In case the Low Level Errors are not resolved within the stipulated time as above, there shall be a penalty of Rs.1000/-(Rupees One thousands only) per day exceeding the above said seven days' resolution time apart from replacement of the respective hardware/software at the bidder's own cost for solving such errors. In case the error is not resolved within 10 days from the time of reporting of the error by the Bank, the bidder shall be liable to pay an additional penalty of 0.1% of the total value of the above said purchase order. Such penalty shall be adjusted as maintenance credit against the AMC payable by the Bank to the bidder.

5.35 Guarantees on System Up-Time

The combined Up-Time of the hardware and software provided by the bidder relating to the Pension system shall provide continuous and guaranteed level of service and functionality as defined in this document (except the down-time due to the Bank's network or UPS failure). The bidder undertakes and guarantees a system Up-Time of 98.5% during the period of warranty and AMC with the Bank is in force.

The bidder is liable for a penalty of Rs. 50,000/- (Rupees Fifty thousand only) on monthly basis when system availability falls below the expected availability of 98.5% apart from replacement of the respective hardware/software at bidder's own cost for ensuring system availability. Such penalty shall be adjusted as maintenance credit against the AMC payable by the Bank to the bidder.

Uptime will be calculated as per below formulae:

Uptime (%) = (Sum of total hours during month – Sum of downtime hours during month
excluding planned downtime)

$$\frac{\text{Sum of total hours during the month}}{\text{Sum of total hours during the month}}$$

The Uptime will be calculated on 8 AM to 8 PM (excluding Sundays and National holidays but including during DR Drill).

5.36 Security

The bidders' proposal must include a plan to safeguard the confidentiality of the Bank's business information, legacy applications and data.

5.37 Non-Disclosure Agreement (NDA)/Service Level Agreement (SLA)

The selected bidder shall be required to sign Service Level Agreement (SLA) covering all terms and conditions of this tender, Purchase Order. SLA and NDA should be executed within thirty days of issuing of the purchase order. If bidder fails to execute the SLA/NDA with all terms and conditions herein mentioned. Bank reserve right to cancel purchase order in part or whole.

5.38 Resolution of Disputes and Remedies

- a. The Bank and the successful Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of The Bank and the Bidder, any disagreement or dispute arising between them under or in connection with the contract.
- b. If the Bank officials and Bidder's project director/Manager are unable to resolve the dispute within thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.
- c. If after fifteen days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, The Bank and the Bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.
- d. All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai. The Language of Arbitration will be English and court of Mumbai shall have exclusive jurisdiction.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, bidder will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving satisfactorily, as per satisfaction of the Bank.

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

5.39 Independent Contractor:

Nothing herein contained will be construed to imply a joint venture, partnership, principal-agent relationship or co-employment or joint employment between the Bank and Bidder. Bidder, in furnishing services to the Bank hereunder, is acting only as an independent contractor. Bidder does not undertake by this Agreement or otherwise to perform any obligation of the Bank, whether regulatory or contractual, or to assume any responsibility for the Bank's business or operations. The parties agree that, to the fullest extent permitted by applicable law; Bidder has not, and is not, assuming any duty or obligation that the Bank may owe to its customers or any other person. The bidder shall follow all the rules, regulations statutes and local laws and shall not commit breach of any such applicable laws, regulations etc. In respect of sub-contracts, as applicable – If required by

the Bidders, should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the SLA/NDA irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits including labour laws for its employees and sub-contractors or as the case may be. Bidder should take bank's prior written permission before subcontracting/ resource outsourcing of any work related to the performance of this RFP or as the case may be.

5.40 Project Management

The bidder is required to propose a project team including Project Manager, This team shall have experience of a similar system implementation.

From the Bank 's side, Project Management Office will be established at CPPC department, Central Office. However, Primary Site hardware(s) will be installed at CBD Belapur, Navi Mumbai and DR set up will be established at Hyderabad.

5.41 INTELLECTUAL PROPERTY RIGHTS

The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Bank agrees and acknowledges that save as expressly provided in this RFP, all Intellectual Property Rights in relation to the Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Bidder during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Bidder or its licensor.

The Bidder represents that a separate RFP is required to be entered into by the Bank with Third-party either for statutory or proprietary reasons, notwithstanding the Bidder's obligations for performance. During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank grants Bidder a right to use at no cost or charge the Software licensed to the Bank, solely for the purpose of providing the Services.

The Bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by Bidder in performing its obligations under this Project.

If a third party's claim endangers or disrupts the Bank's use of the Software, the Bidder shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product.

All third party software / service provided by the bidder in the scope of the RFP will be the responsibility of the bidder. Bank shall not be held liable or responsible towards bidder if any infringement product or solution supplied as part of this project.

5.42 ESCROW

The Bank and the bidder shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code for the pension software supplied/procured by the bidder to the Bank in order to protect its interests in an eventual situation. The Bank and the bidder shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. Costs for the Escrow will be borne by the bidder. As a part of the escrow arrangement, the final selected bidder is also expected to provide a detailed code documentation of the pension software which has been duly reviewed by an external independent organization/consultant of the bank. The Escrow arrangement suggested by the bidder shall not be binding on the Bank. The Bank reserves the right to explore

alternate escrow mechanisms based on the Bank's existing practices. The Bank and the successful bidder may enter into such escrow arrangement that is mutually agreed upon by the two parties.

The escrow will be released to and become the property of the Bank in the event that the agreement is terminated for either default or insolvency or shall the bidder cease, or give notice of intention to cease to provide maintenance or technical support service for the software as required by the agreement.

5.43 LICENSE

The Bidder has to provide necessary concurrent perpetual user licenses for PENSION system which will be used for both Primary Site & DR Site. Perpetual user licenses shall not be revoked during merger or amalgamation, acquisition, as part of corporate reorganization of the Bank. If by any eventuality at successful bidders end, the Bank is forced not to use the perpetual licenses, Bank shall be compensated for the total cost of licenses.

Accordingly all necessary licenses for the operating system and environmental software including RDBMS has to be provided by the bidder for both Primary & DR Site. The bidder has to quote for all software license requirements for DR implementation in their commercial Bid. Specification for OS and Hardware required at DR has also to be mentioned in the technical bid. The Bidder will furnish all the software licenses in the light of Bank's requirement for unlimited period and usages for implementation of the solution.

The application will be accessed from pension Cell CPPC at Mumbai as well as from various branches/offices of the Bank.

5.44 HARDWARE SIZING

The bidder must propose for the optimal size of the Hardware, Operating System, Database, Middle ware etc. keeping in view the current average and peak volume of transactions and to extrapolate the same for the full TCO period (i.e. 5 years). Proper justification for proposing the specified sizing shall be submitted by the bidder.

The system shall be capable of keeping on line data of at least 10 years. Thereafter the system shall provide purging & archival of data. The response time at server end shall be always less than 3 second. During the agreement period, if at any stage, it is found that the solution provided by the bidder is not able to give the requisite performance as per the sizing parameters (i.e. up time above 98.5% and response time < 3 second) the bidder shall have to provide additional hardware, software without any additional cost to the Bank. The hardware proposed for the solution as part of this RFP) shall not exceed 70% of CPU(s), Memory(s), and Hard disk (s) utilization levels at any given point of time during the TCO Period.

General assumptions for H/w Sizing:

- Present Pension A/Cs – 4.00 Lakhs
- Projected increase in Pension A/Cs is 10% year on year basis
- Transactions per branch per day – twenty nos

5.45 Disaster Recovery Setup

Bidder is required to establish the Disaster Recovery (DR) set up for the proposed solution at Hyderabad. DR set up will be mirror image / replica of the Primary setup. The Data replication shall happen from Primary site to DR site after every 30 minutes (or less) to keep them in sync.

Recovery Time Objective (RTO) – two hours

Recovery Point Objective (RPO) - 30 Minutes

Bidder is also required to conduct at least one DR drill in a quarter.

The DR site must be up and running within 2 hours of any disruption / disaster at primary site. In case DR site is not operational within 2 hours of disruption/disaster at primary site penalty will be levied @ 1% at total AMS cost per hour or part thereof subject to 10% total Annual maintenance support cost for the particular year.

5.46 Inspection, Audit & Visitations

Right to Inspect, Examine and Audit:

All OEM/Bidder records with respect to any matters / issues covered under the scope of this RFP shall be made available to the Bank at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Such records are subject to examination. The Bank's auditors would execute confidentiality agreement with the Bidder as per Bank's standard format, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of such audit will be borne by the Bank. The scope of such audit would be limited to Service Levels covered under this RFP, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. The OEM/Bidder's records and sites managed for the Bank shall also be subject to RBI inspection and audit. Bidder shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank.

Monitoring

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

Visitations

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

5.47 INDEMNITY

1. The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:
 - i. Bank's authorized / bonafide use of the Deliverables and/or the Services provided by Bidder under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) and/or
 - ii. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, any or all terms and conditions stipulated in the SLA(Service level Agreement) and/or
 - iii. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank and/or
 - iv. Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) and/or
 - v. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights and/or
 - vi. Breach of confidentiality obligations of the Bidder contained in this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) and/or
 - vii. Negligence or gross misconduct attributable to the Bidder or its employees, agent or sub-contractors.
2. The Bidder will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:
 - i. Notifies the Bidder in writing; and
 - ii. Cooperates with the Bidder in the defense and settlement of the claims.
3. The Bidder shall compensate the Bank for such direct financial loss suffered by the Bank if the Bidder fails to fix bugs, provide the Modifications / Enhancements / Customization as required by the Bank as per the terms and conditions of this RFP and to meet the Service Levels as per satisfaction of the Bank.
4. Additionally, the Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings,
 - (i) that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or
 - (ii) resulting from infringement of any patent, trade-marks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act, 2000 or any Law, rules, regulation, bylaws, notification time being enforced in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim however:
 - a) The Bidder has sole control of the defense and all related settlement negotiations.

- b) the Bank provide the Bidder with the assistance, information and authority reasonably necessary to perform the above and
 - c) Bidder is aware of the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages.
5. Indemnity would be limited to Court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would also cover damages, loss or liabilities, compensation suffered by the Bank arising out of claims made by regulatory authorities.
6. The Bank do hereby indemnify the Bidder, and should keep indemnified and hold the Bidder harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including reasonable attorneys' fees) relating to, resulting directly from or in any way arising out of any claim, suit or proceeding brought by third-parties against the Bidder as a result of:
- a) third party infringement claims resulting from unauthorized equipment modification by the Bank or equipment use prohibited by Specifications for Hardware and Software;
 - b) Third-party infringement claims resulting from a breach of Software license terms by the Bank in respect of Software directly supplied by the Bidder.
7. The Bidder / bidder will not be liable for defects or non-conformance resulting from Bank's failure to comply with any mutually agreed environmental specifications:
8. The total liability of the selected Bidder / bidder under the contract shall not exceed total cost of the project / agreement.

5.48 TERMINATION

- i. The Bank shall be entitled to terminate the agreement with the bidder at any time by giving ninety (90) days prior written notice to the bidder.
- ii. The Bank shall be entitled to terminate the agreement at any time by giving notice if:
 - a) The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within fifteen days from the date of notice.
 - b) The bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
- iii. The bidder shall have right to terminate only in the event of winding up of the Bank.

1. TERMINATION FOR DEFAULT

The Bank may, without prejudice to any other remedy for breach of agreement, by written notice of default sent to the selected bidder, terminate the agreement in whole or in part:

- a) If the Bidder fails to deliver any or all of the Goods and Services within the time period(s) specified in the agreement, or within any extension thereof granted by Bank or
- b) If the Bidder fails to perform any other obligation(s) under the agreement.
- c) If the Bidder, in the judgment of Bank has engaged in corrupt or fraudulent practices in

competing for or in executing the agreement.

2. In the event Bank terminates the agreement in whole or in part, Bank may procure, upon such terms and in such manner, as it deems appropriate, Goods and services similar to those undelivered and the selected bidder shall be liable to Bank for any excess costs for such similar Goods and/or Services. However, the selected bidder shall continue performance of the agreement to the extent not terminated. The notice period will be three months.

3. Effect of termination

- i. The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- ii. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
- iii. The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favorable terms than those contained in this tender document. In case the bank wants to continue with the bidder's facility after the completion of this contract then the bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.
- iv. The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.
- v. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

5.49 Bidder's liability

The Bidders aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The Bidders liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Bidder as part of this RFP. In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users and service providers of the Bank would be considered as a direct claim.

The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.

5.50 Assignment-

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

5.51 Information Ownership

All information processed, stored, or transmitted by successful Bidder equipment belongs to the Bank. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately, which is proved to have caused due to reasons solely attributable to bidder.

Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank's decision will be final.

Types of sensitive information that will be found on Bank system's which the Bidder plans to support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

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

5.52 Liquidated Damages

1. If the successful Bidder/Bidder fails to perform the Services within the period(s) specified in the RFP / SLA, the Bank shall, without prejudice to its other remedies under the RFP/SLA, deduct penalty from the Contract Price, as Liquidated Damages (LD), for every such default in service.
2. The Liquidated Damages (LD) shall be a sum equivalent to 1% of contract amount for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract amount. Once the liquidated damages reach 10% of the contract /Purchase order amount, the bank may consider termination of the contract.

At that point, the contract price will stand reduced to the actual amount payable by the Bank. Proportionately the payment payable to the Successful Bidder will also stand reduced. All the deliverables given to the Bank at that instant will continue to be the property of the bank and the bank plans to use the same for any purpose which it may deem fit.

5.53 Confidentiality

“Confidential Information” means any and all information that is or has been received by the Bidder (“Receiving Party”) from the Bank (“Disclosing Party”) and that relates to the Disclosing Party; and is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.

Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials relating to the licensed software, the modules, the program documentation, the source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions, techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes etc. or any existing or future plans, forecasts or strategies in respect thereof.

“Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable.. Nothing contained in this clause shall limit Bidder from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services, subject to strict confidential obligation, contemplated under this clause, provided further that the Bidder shall at no point use the Bank’s confidential information or Intellectual property.

5.53.1 The Bidder Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Bank.

5.53.2 Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the Software provided as a part of centralized Banking Project. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this tender; or

5.53.3 Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party / Bank or its customers or their projects.

5.53.4 In maintaining confidentiality hereunder the Receiving Party / Bidder on receiving the confidential information and materials agrees and warrants that it shall:

1) Take at least the same degree of care in safeguarding such Confidential Information and materials

- as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure
- 2) Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party.
 - 3) Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document
 - 4) Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof
 - 5) The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party / Bank
 - a. Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control.
 - b. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party
 - c. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control.
 - d. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
 - e. The rights in and to the data / information residing at the Bank's premises, including at the DRC even in the event of disputes shall at all times solely vest with the Bank.
 - f. The Bidder represents and agrees that during the Term of this RFP or until the Bank takes over the Deliverables from the Bidder, whichever is earlier, the Bank shall not be responsible for any loss/damage (including malfunctioning or non-functioning of Deliverables) caused to the Deliverables for any reason, unless such loss/damage (including malfunctioning or non-functioning of Deliverables) is caused due to the proved wilful act of the Bank or any of its personnel as certified jointly by the Project Directors of the Parties. In such an event, the Bidder shall promptly repair and/or replace the non-performing Deliverable with a suitable replacement, if required, without affecting the service level standards in this RFP without any additional cost to the Bank.
 6. The restrictions in the preceding clause shall not apply to:
 - a. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party / Bank contrary to the terms of this document); or any information which is independently developed by the Receiving Party / Bidder or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
 - b. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure,

the Receiving Party / Bidder shall promptly notify the Disclosing Party / Bank of such requirement with a view to providing the Disclosing Party / Bank an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

- c. The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party / Bank and its disclosure hereunder shall not confer on the Receiving Party / Bidder any rights whatsoever beyond those contained in this document.

The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank. The Bidder shall execute NDA (Non-disclosure Agreement) with Bank as format shared provided in this RFP. The Bidder shall be fully responsible for any breach of data confidentiality of customer related information. This liability shall be applicable even after the contract expires or gets terminated. The bidder shall execute a non-disclosure and integrity pact with Bank, if it deems fit in this regard.

5.54 Violation of terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

5.55 Statutory and Regulatory Requirements

The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This requirement shall supersede the responses provided by the Bidder in the technical response. During the period of warranty / AMC / AMS, Bidder / Bidder should comply with all requirements including any or all reports without any additional cost, defined by any regulatory authority time to time. All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to the bank during the tenure of the 5(five) year contract.

5.56 Taxes

The consolidated fees and charges required to be paid by the Bank against each of the specified components under this Agreement shall be all-inclusive amount with currently applicable taxes, except sales Tax / VAT/ Service Tax and Octroi/Entry Tax, which will be paid/reimbursed additionally as per actuals. Local entry taxes or octroi whichever is applicable, if any, will be paid by the Bank on production of relative payment receipts / documents. Necessary documentary evidence should be produced for having paid the customs / excise duty, sales tax, if applicable, and or other applicable levies.

5.57 Privacy and security safeguards

- i. The Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location. The Bidder will have to develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being

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

- ii. The Bidder hereby agrees and confirms that they will disclose, forthwith, instances of security breaches.
- iii. The Bidder hereby agrees that they will preserve the documents and data in accordance with the legal/regulatory obligation of the Bank in this regard.

5.58 Corrupt and Fraudulent Practices

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

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

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

The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

5.59 Change Request

Any requirement beyond RFP will be processed as change request as per prevalent standard change request process of the Bank. Bank will pay on actual man-days basis. However no additional cost would be payable for change request suggested by Statutory Authority/Regulatory Authority.

5.60 Compliance with Laws

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

indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to Company.

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

5.61 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this tender document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

5.62 Publicity

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

5.63 Survival

Any provision or covenant of this RFP/Agreement, which expressly, or by its nature, imposes obligations upon the successful bidder shall so survive after termination or expiration of the contract.

5.64 Acceptance of Terms and Conditions:

The bidders participating in the tender process shall give an Acceptance Certificate for all the points mentioned in the tender. Otherwise their offers are liable to be rejected.

Proposal Formats:

6. TECHNICAL BID – GENERAL INFORMATION

GENERAL INFORMATION

No.	Particulars	To be furnished by the Bidder
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1	Name and address of the Bidder	
2	Year of establishment and constitution	
3	Telephone no., Fax no. and E-mail-id	
4	Name and designation of the personnel authorized to take decisions on behalf of the Bidder and can make commitments to the Bank	
5	The details of the Head with professional qualifications and experience	
6	Description of area of activity Service profile Domestic & International exposure Alliance and joint ventures Client profile	
7	Profile of key personnel involved in the Project (domain specific and others) with their CVs (Information in respect of skill and expertise specifying technical and banking knowledge/solutions shall be mentioned) Service/support for similar project assignment by the personnel Track record	
8.	Details of PENSION System implemented in other Banks : Name of the Bank/Institution Location of Head Office No. of branches/sites under coverage Specific area of involvement Functionalities implemented Start Date of the Project Present Status of the Project	
9.	Present projects on hand: Name of the Bank/Institution Location of Head Office No. of branches/sites under coverage Specific area of involvement Functionalities implemented Start Date of the Project	

	Present Status of the Project	
10.	Details of the Team proposed (along with their previous experience in PENSION implementation/operations) for proposed Solution implementation in Central Bank Of India	
11	Details of Tender Fee Submitted	
12	Details of EMD submitted	

7. COMMERCIAL BID

(To be submitted as per the format only)

This bill of material must be attached in Technical Offer as well as commercial offer. The format will be identical for both technical and commercial versions, except that the **technical version will not contain any price information**. Technical offers without the bill of material are liable for rejection. If the bidder does not submit commercial proposal in the proper format, the bid is liable to be rejected. Also if the technical offer contains any sort of price information, the bid is liable to be rejected.

The bidder can also mention any other component(s) that are required for their solution implementation.

The bidder must take care in filling price information in the commercial version, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly. Please include the cost of all components like Rack , Patch Cord, utilities(s) , Anti-virus, Back-up software and medium etc. required for making the delivered hardware(s), software(s) fully functional.

Price Schedule / Bill of Material

A. Cost of Primary Site Hardware(s), System Software(s), Data Base etc.

Sl. No.	Item	Unit Price	No. of Units	Total Cost
1	Cost of Primary Site hardware(s), Please give details like Make, Model No, Technical specifications like No. of processors, and cores etc.			
2	Cost of System Software(s) like Operating System etc. (Please give brief details like Name, Version no. etc)			
3	Cost of Database at DC primary site			
4	Any Other Cost, please give brief details			
	Total			

B. Cost of DR Site Hardware(s), System Software(s), Data Base etc.

Sl. No.	Item	Unit Price	No. of Units	Total Cost
1	Cost of DR Site hardware(s), Please give details like Make, Model No, Technical specifications like No. of processors, and cores etc.			
2	Cost of System Software(s) like Operating System etc. (Please give brief details like Name, Version no. etc)			
3	Cost of Database at DR site			
4	Any Other Cost, please give brief details			
	Total			

C. Cost of Application Software

Sl. No.	Item	Unit Price	No. of Units	Total Cost
1	Cost of PENSION System (Application)			
2	Additional Cost (if any) for DR Site			
3	Any other cost, Please specify			
	Total			

D. Cost of Implementation (at Primary Site)

Sl. No.	Item	Total Cost
1	Implementation Charges (installation, configuration, Customization, Training, Interface/s, Data Migration etc.)	
2.	Any other cost, Please specify	
	Total	

E. Cost of Implementation (at DR Site)

Sl. No.	Item	Total Cost
1	Implementation Charges (installation, configuration, Replication of data etc.)	
2.	Any other cost, Please specify	
	Total	

F. Cost of AMC post Warranty for Primary (DC) and DR Site

Sl. No.	Item	Year0	Year1	Year2	Year3	Year4	Total AMC cost
1	Cost of AMC Data Centre (DC) Hardware after expiry of warranty	Warranty Period					
2	Cost of AMC Disaster Recovery (DR) Hardware after expiry of warranty.						

G. Cost of ATS Post Warranty for Primary (DC) and DR Site

Sl. No.	Item	Year0	Year1	Year2	Year3	Year4	Total ATS Cost
1	Cost of ATS for PENSION System, Database, System Software for Pension DC setup after expiry of warranty	Warranty Period					
2	Cost of ATS for PENSION System, Database, System Software for Pension DR setup (post warranty)						
3	Cost of ATS of Any other licensed software (if required, please indicate separately) (post warranty)						
4	Any other cost, Please specify						

H. Cost of On-Site Support / AMS (Post Warranty) including Facility Management

Sl. No.	Item	Year0	Year1	Year2	Year3	Year4	Total On-site Support cost
1	Cost of L1 and L2 On-site Support / AMS (Post warranty) for two resources	Warranty Period					
2	Per man day cost for additional efforts, Any other cost, Please specify (Not to be included in TCO)						
3	Cost of Escrow						

Total Cost of Ownership (TCO) = Table-A + Table-B + Table-C + Table-D + Table-E + Table-F + Table-G + Table H.

Note: Even though on-site support is part of TCO, it is optional for the Bank to avail the same. Further, if required, Bank may avail onsite support for more than one year also.

PRICE STATEMENT

Grand Total for Central Bank of India Offer requirement, for price comparison purpose:

5 years Total Cost of Ownership (TCO) for PENSION System arrived at adding 1 year comprehensive warranty price plus 4 years comprehensive AMC charge (excluding Vat / Sales Tax / Service Tax and Octroi as applicable for the particular line item) is Rs. _____ (in figures)
Rupees _____ (in words)

Signature _____

(name)

on behalf of

(Name of the bidder)

8. EVALUATION PROCESS

The proposal submitted by the Bidders shall be evaluated on technical grounds covering various components of the projects as follows:

1. **Implementation Requirements:** - Detailed implementation requirements at all stages of the project has been mentioned. These requirements are integral part of the scope and bidder will have to implement all those requirements. In the response to this RFP, bidder is required to give approach and methodology as to how bidder is going to execute all the requirements.
2. **Functional requirements:-**The Software solution offered shall have at least 85% of the functional requirements as per Annexure 4- functional scope as a part of the standard product. The remaining shall be customized before the completion of pilot run at no extra cost to the Bank.

Marks will be awarded as 'Maximum Marks':

4 for- Readily Available (A)

3 for - Work around (W)

2 for - Customization (C) and

0 for - Not available (N)

3. **Technical Requirements:-**All the requirements are mandatory. Bidder shall indicate in column 2 the availability of each requirement as a readily available (A), work around (W) or customization (C) or not available (N). .
4. **Product Demonstration & Bid Presentation:-**Eligible Bidders are required to make presentations to supplement their bids and show a detailed product demonstration. The Bank will schedule presentations and the time and location will be communicated to the Bidders. Failure of a Bidder to complete a scheduled presentation to the Bank may result in rejection of the proposal.

Bidder will have to make presentation basis the outlines / expectation given for coverage in the presentation. The same criteria (as Evaluation for functional specifications) will be applied to Product Demonstration also. Technical score will be finalized based on both - response provided by bidder and product demonstration.

5. Past Experience:

- a) The Bidder shall provide details of past experience in implementing Web base Pension Payment system solution.
- b) The Bidder's past experience shall be evaluated and the score obtained by the Bidder shall be considered for evaluation.
- c) The Bidder shall provide the details of all the pension solution implemented or to be implemented in various Banks (if any) including details of scope of project, period when project was done, details of the bank, number of branches with breakup of the role and proof of implementation.

- d) Experience at co-operative banks (State Co-operative banks, District Central co-operative banks, Urban Co-operative banks, etc.) shall not be considered for evaluation.
- e) Credentials are to be provided in English language only.

6. Approach and Methodology

- a) **Reference site visit/ Tele conference:** A committee of people from the Bank would carry out Reference Site Visits and/or Telephonic interviews with the existing customers of the Bidder. The inputs that have been received from the Customer would be considered by the Bank and this might not need any documentary evidence. This rating would be purely on the inputs (like satisfaction of the organization of the product, timeliness of implementation, promptness of support services etc.) provided by the Bidder's customers and score would be assigned to Bidder.

The Bank at its discretion may reject the proposal of the Bidder in case the responses received from the Site Visits are negative.

b) Team Strength:

- i. Bidder responses to each point under Team Strength in **Section: Implementation Team Profile**, including the team profile provided by the Bidder, would be evaluated.
- ii. The Bidder shall ensure that the people above the role of the Team Lead who are proposed for this project shall have worked on projects in Indian public sector Banks earlier.
- iii. Bidder shall specify role of each profile such as Project Manager, Technical Team Member, Functional Team Member, and experience in years, areas of experience, qualification, details of the relevant projects, their roles on the project etc.
- iv. Bidder shall specify out of the profile provided, who are going to be part of the project team with their role on the project.
- v. Bidder shall specify if the resource committed for the project is full time or part time. A percentage involvement can be specified.

c) Project Management:

- i. Bidders are required to respond to each point under Project Management in annexure and each question will be evaluated for suitability of response.
- ii. The Bidder shall provide explanation on the Project Management process that is proposed for the Bank including details of how the same was applied in a similar project.

7. Functional & Technical Evaluation Criteria

S. No.	Evaluation Criteria	Basis of Evaluation	Sub-scores	Max. Total Score
Product Capabilities				
1	Compliance of the product with the functional requirements stated in the RFP	Bidders responses in RFP response against each line item of the functional requirements Live demonstration of the product to the Bank.	As per bank's evaluation	25
2	Compliance of the product with the technical requirements stated in the RFP	Bidders responses in RFP response against each line item of the technical requirements Live demonstration of the product to Bank.		15
3	Credential: Offered solution is Implemented or under implementation in Scheduled Commercial Banks (If the solution is under implementation only 50% marks would be counted. For 100% marks, the bidder should present a UAT completion certification	Client credential letter stating the status of implementation	A.1 Bank – 5 marks B.2 Banks – 10 marks C. More than 2 banks – 15 marks	15
Bidder's Experience				
4	Number of Scheduled Commercial Banks where the bidder is	Client credential letter stating the status of implementation	A.1 Bank – 5 marks B.2 Banks – 10 marks C. More than 2	15

S. No.	Evaluation Criteria	Basis of Evaluation	Sub-scores	Max. Total Score
	implementing / implemented the proposed solution (If the solution is under implementation only 50% marks would be counted. For 100% marks, the bidder should present a UAT completion certification)		banks – 15 marks	
Implementation Capabilities				
5	Implementation Approach The bidder would be required to present following for each of the implementation requirements specified in the RFP a. Approach for implementation in the proposed solution b. Assumptions made c. Estimated efforts for implementation of each requirement d. Bidder's experience of solving implementation challenges (especially in PSB environments) e. Proposed project plan and approach taken to address implementation challenges	1. Responses to implementation requirements section on the RFP response 2. Bidder presentation (The presentation should be made by the proposed engagement team, as mentioned in the RFP response)	As per bank's evaluation	10

S. No.	Evaluation Criteria	Basis of Evaluation	Sub-scores	Max. Total Score
6	Project team experience a. Experience of Pension payment system implementation b. Number of years of relevant experience	Evaluation of CV provided in the RFP response Project team's presentation & responses to Bank's queries in presentation	As per bank's evaluation	10
7	Reference site visit	Response of reference bank	As per bank's evaluation	10
Total Marks				100

Bank reserves the right to negotiate the price with the **finally** short listed bidder before awarding the contract. It may be noted that Bank will not entertain any price negotiations with any other bidder.

8. Short listing of Technically Qualified Bidders

Evaluation of technology and technical bids will be done by a committee. The bidders who qualify in the technical bid will be shortlisted. The commercial bid will be opened in the presence of representatives of bidders who are shortlisted in the technical bid.

Initially only the 'Technical Bids' will be opened and evaluated. All technical bids will be evaluated and a technical score would be arrived at.

The scoring methodology for technical bid components is explained in the following paragraphs of this section. The proposal submitted by the Bidders shall, therefore, be evaluated on the following parameters:

- a) Functional Requirements (FR)
- b) Technical Requirements (TR)
- c) Approach and Methodology (AM)
- d) Past Experience (PE)

Scores for the above individual parameters shall be normalized to a percentage value. Each parameter has been assigned a weight. The weighted scores shall be summed up to determine the technical scores of the bidders. **Bidders scoring at least 75%** in the technical-bid evaluation will be short-listed for commercial evaluation.

All the requirements are mandatory. Bidder shall indicate in column 3 in the functional and Technical requirements of the solution as specified in Annexure 4- functional Scope and section 9 respectively. The availability of each requirement as a Readily Available (A), Work around (W), Customization required (C) or Not available (N).

The following is the scoring methodology:

Description	Marks
A- Readily Available	4
W- Work around	3
C-Customization required	2
N-Not available	0

Responding to the functional requirements by using responses other than A / W / C / N (such as “OK”, “Accepted”, “Noted”, “Compliance” etc.) will be treated as non-compliance and no marks will be allotted for such responses during technical evaluation.

For qualification in technical-bid:

- a) Bidder will have to score at least 75% for functional requirements. Functional requirements here also include marks for product presentation, past experience and team profile.

AND

- b) Bidder will have to score at least 75% for technical requirements.

Bidder scoring as per criteria in para (a) and (b) both above; will be a qualified bidder for the purpose of commercial evaluation.

9. TECHNICAL REQUIREMENTS

Prospective bidders are required to submit their response against each requirement as follows in the column “Bidder Response”:

Marks will be awarded as ‘Maximum Marks’:

4 for - Readily Available (A)

3 for - Work around (W)

2 for - Customization (C) and

0 for - Not available (N)

Sl. No.	Particulars	Bidder's Response (A/W/C/N)	Maximum marks
1.	Integration Application Requirements		
1.1	Ability to integrate to support online, real time and batch operation.		4
1.2	Integrator's support for scheduling and defining of jobs.		4
1.3	Application shall handle automatic switchover in cluster environment.		4
1.4	System shall provide single sign on facility for branch users. The users shall be able to access the proposed solution using their Core Banking user credentials.		4
1.5	System shall supports multi-level authentication at user level – local authentication, integration with active directory, Biometric, Device level, etc.		4
2.	Database requirements		
2.1	Ability to Patch management / up gradation of database.		4
2.2	Ability to support online replication.		4
2.3	Ability to implement SANs for data storage in the architecture.		4
3.	Hardware & Operating System		
3.1	Shall be able to support different protocols (TCP/IP, IPX etc.)		4
3.2	Implement patches / upgrades on all software, firmware		4
3.3	Hardware Equipment shall be scalable to support futuristic requirements of the Bank during Project period.		4
3.4	Hardware(s) shall have built –in redundancy features dual power supply, dual NIC etc.		4
3.5	The hardware components shall be hot swappable.		4
4.	Backup & Recovery		
4.1	The backup success rate shall be 99.8% at all times for PENSION system.		4
4.2	Shall support on-line replication to DR site.		4
4.3	Shall be capable of automating the backup processes for all the applications / databases in Primary and Disaster Recovery sites.		4
4.3	Shall support load balancing in terms of system parameters (CPU, Hard Disk, Memory etc.)		4
4.4	The storage of data in database shall be at least 5 years. The data backup of both application and database at DC and DR shall be sole responsibility of the bidder.		4
5.	General IT related Requirements		
5.1	Day/month/quarter end/half year end/year begins and end process shall be menu driven. Audit trail of the same shall be maintained.		4
5.2	System shall track the client's IP and Network interface address of client machine from where the pension application is being accessed.		4
5.3	Export of reports and inquiries into different formats like Word, Excel,		4

	PDF, Text, CSV etc.		
5.4	Application Shall be Web Based only.		4
5.5	The solution shall have the capability to archive the data on HDD/Peripherals and retrieve from the above for the purpose of processing.		4
5.6	The solution shall provide user defined backup/retrievals (Automated/Scheduled/Manual).		4
5.7	Support for integration with packages like chart generators, Statistical/Financial DLLs, MS Office Components, Popular Case Tools etc.		4
5.8	Type of import and export capabilities available for creating customized data feeds.		4
5.9	Day/Month/Qtr. end/Half year end/Year Begin and end Reports shall be defined and printed/generated immediately after day Begin and End. No user intervention is required.		4
5.10	The application should support data migration from Bank's existing pension processing system.		4
5.11	The application should support uploading of data which is not available in Bank's existing pension system but fields are available in the proposed pension solution. *Templates for capturing such information shall be provided by successful bidder.		4
6.	Security / Audit Trail		
6.1	The system shall enable profiling of users and definition of control levels and passwords.		4
6.2	All Error messages must be logged. It shall be possible to look up on-line (by error message number or by alphabetical list) all error messages reported by the system, to determine their meaning and the appropriate corrective course of action. Error messages or events of a certain severity level shall be immediately notified to the System Administrator's Group and actual user.		4
6.3	System shall provide auditable management of User-ids, access rights and passwords, logins, activities etc.		4
6.4	Maintenance of a secure, auditable log of access to the system, identifying user-id, date, time, functions accessed, operations performed.		4
7.	Ability to provide comprehensive Audit trail features such as :		
7.1	Daily activities log merged into the history log file/s.		4
7.2	Date, time and User stamped process list for different processes.		4
7.3	Provision for daily activity report/s to highlight all the processes invoked.		4
7.4	Provision for recording of all unsuccessful login attempts.		4
		Total Marks	148

10. Covering Letter

Ref. No:

To,

Dy. General Manager - DIT,
Central Bank of India,
Dept of Information Technology,
Plot No.26, Sector 11,
CBD Belapur,
Navi Mumbai – 400 614

Dear Sir/Madam,

Having examined the RFP including all Annexures, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver the equipments and services including installations and commissioning in conformity with the said RFP in accordance with the Schedule of Prices indicated in the Commercial Offer and made part of the Bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in schedule of requirement.

We agree to abide by this bid for the period of 180 days from the date of technical bid submission. Until a formal empanelment of bidders is made and is intimated to us in writing this bid shall remain binding upon us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that the Bank is not bound to accept the lowest of any bid the Bank may receive.

Dated this _____ day of _____ 2016.

(Signature) (In the Capacity of)

Duly authorized to sign bid for and on behalf of

(Name & Address of Bidder) _____

11. Acceptance Letter to be given by the Bidder

To,
Dy. General Manager - DIT,
Central Bank of India,
Dept of Information Technology,
Plot No.26, Sector 11,
CBD Belapur,
Navi Mumbai – 400 614

Dear Sir/Madam,

REG: Acceptance of the Terms and Conditions and Confirmation of the Offer.

Ref: Central Bank of India Tender No. _____

The details submitted in the format above are true and correct to the best of our knowledge and if it is proved otherwise at any stage of execution of the contract, Central bank of India has the right to summarily reject the proposal and disqualify us from the process.

We hereby acknowledge and confirm having accepted can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related PROC documents, in short listing of bidders for providing software solution.

We also acknowledge the information that this response of our Company for the Bank's RFP process is valid for a period of, for the selection purpose, from the date of expiry of the last date for submission for response to RFP and related enclosures.

We also confirm that we have noted the contents of the RFP including various documents forming part of it and have ensured that there is no deviation in submitting our offer in response to the tender. The Bank will have the option to disqualify us in case of any such deviations.

We also confirm that we will abide by the Terms & Conditions mentioned in the Tender Document in full and without any deviation.

Place:

Date: Seal & Signature of the Bidder

12. Proforma for Performance Bank Guarantee

PERFORMANCE BANK GUARANTEE

To,

_____,
_____,
_____.

- 1) In consideration of M/s Central Bank of India having Head Office at Chandermukhi, Nariman Point, Mumbai 400 021 (hereinafter referred to as “Purchaser”) having agreed to implement PENSION system from M/s _____ (hereinafter referred to as “Bidder”) on the terms and conditions contained in their purchase order No. _____ dt. _____ (hereinafter referred to as the “Contract”), we _____ (Bank) (hereinafter called “the Bank”) having its Head Office at _____ and a branch inter alia at _____, at the request of the bidder, do hereby guarantee and undertake to pay without demur to the purchaser, forthwith on mere demand, at any time up to _____ any money or moneys not exceeding a total sum of Rs. _____ (Rupees _____ only) as may be claimed by the purchaser to be due from the bidder by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of failure of components as per the terms and conditions of the contract.
- 2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether bidder has failed as per the said contract, and also as to whether the bidder has failed to maintain the deliverables and timelines as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the bidder. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
- 3) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the bidder and accordingly discharges the Guarantee.
- 4) In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.
- 5) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting in any manner the Bank’s obligations under this Guarantee to extend the time of performance by the bidder from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the bidder and either to enforce

or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the bidder for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.

- 6) The Guarantee shall not be affected by any change in the constitution of the bidder or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption but will enure for and be available to and enforceable by the absorbing or amalgamated company or concern.
- 7) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other banks) on behalf of the bidder heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing uncanceled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the bidder heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.
- 8) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax or registered post to our local address as mentioned in this guarantee.
- 9) Notwithstanding anything contained herein:
 - i) Our liability under this Bank Guarantee shall not exceed Rest. _____ (Rupees _____ only);
 - ii) This Bank Guarantee shall be valid up to _____; and
 - iii) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee).
- 10) The Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Date: this _____ day of _____ 2016 at _____

For and on behalf of _____ Bank

sd/- _____

13. NON-DISCLOSURE AGREEMENT

This Agreement made at _____, on this _____ day of _____ 2016.

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 PART**

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.

2. **Non-disclosure:** The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore. Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.
3. **Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.
4. **Term:** This Agreement shall be effective from the date hereof and shall continue till 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:** The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.
10. **General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.
11. **Indemnity:** The receiving party shall 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:

~ End of document ~~