Central Bank of India

Tender Reference Number: CO:IS:2021-22:005

डाटा रिसाव निषेध समाधान (डाटा लीकेज प्रिवेंशन सोल्युशन)

की आपूर्ति, क्रियांवयन, स्थापना एवम रखरखाव

के लिये प्रस्ताव हेतु अनुरोध (आरएफपी)

Request for Proposal for

Supply, Implementation, Commissioning and Maintenance of

Data Leakage Prevention Solution

Table of Contents

PURPOSE OF THE DOCUMENT

The Request for Proposal (hereafter referred to as "RFP") document is meant for the purpose of enabling Central Bank of India to select a Qualified System Integrator for Supply, Implementation, Commissioning and Maintenance of Data Leakage Prevention Solution in the Bank as per the terms, conditions and specifications provided in this Request For Proposal (RFP) document.

This RFP details the scope, project timelines, evaluation process, terms and conditions as well as other applicable criteria which the Bidder needs to factor in while responding to this RFP. The objective of this RFP is to find a suitable System Integrator with requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in this RFP document, for Central Bank of India, while maintaining high standards of quality and service.

Note*: This RFP should not be considered as a statement of intent for procurement, unless a purchase order (PO) or notification of award is published by Bank if any, as an outcome of this RFP process.*

INTRODUCTION

- **INVITATION FOR TENDER OFFER**

Central Bank of India (hereinafter referred to as “Bank”) invites sealed tenders for Technical bid and Commercial bid from suitable and experienced System Integrators for Supply, Implementation, Commissioning and Maintenance of Data Leakage Prevention Solution in the Bank.

This RFP document is not an offer or invitation to enter into a contract or an agreement with respect to the services requested by the Bank. The provision to accept the services offered by any eligible and willing participant is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified after completion of the selection process as per the selection/evaluation criteria contained in this RFP. Bank reserves the right to reject any or all proposals received in response to the RFP without assigning any reasons.

The copy of tender document may be obtained from Dept of IT, 1st Floor, Plot No. 26, Sector – 11, CBD Belapur, Navi Mumbai (MH). Alternatively, the same may be downloaded from Bank’s website www.centralbankofindia.co.in

The schedule is given below:

Tender Reference Number	CO:IS:2021-22:005
Tender Document Cost	₹ 5,000/- (Rupees Five Thousand Only)
Earnest Money Deposit	₹ 10,00,000/- (Rupees Ten Lakhs Only)
Date of Commencement of sale of tender Document	14th July, 2021
Pre-Bid meeting with Bidders	23rd July, 2021 at 15:00 Hrs.
Last Date and Time for receipts of tender offers	10th August, 2021 at 15:00 Hrs.
Time & Date of Opening of technical bids	10th August, 2021 at 15:30 Hrs.
Mode of bid submission & online portal’s URL	Mode: Online URL: https://centralbank.abcprocure.com/EPROC
Response Types	1. Technical Bid + Document Cost + Bid Security
	2. Commercial Bid
Address for Communication	Central Bank of India, DIT, 4th floor, Plot No 26, Sector – 11, CBD Belapur, Navi Mumbai- 400 614 E-Mail: *cmcppadmin@centralbank.co.in* *smitpurchase@centralbank.co.in* *smit1infosec@centralbank.co.in*

Place of Opening tender offers	Central Bank of India, DIT, First Floor Plot No 26, Sector – 11, CBD Belapur, Navi Mumbai- 400 614
Contact Telephone Numbers	Ph : 022-27582371, 022-67123669

The pre bid meeting will be held as conference call or through web link with the bidders who have submitted proof of remittance of document cost or exception certificate of MSME, if applicable, by email to the Bank on or before the stipulated time.

For any clarification with respect to this RFP, the bidders may send their queries/suggestions, valuable inputs and proof of remittance of document cost or exception certificate of MSME by Email to the Bank. It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be sent to designated Email IDs within stipulated time as mentioned.

In accordance with Government of India guidelines, Micro and Small Enterprises are eligible to get tender documents free of cost and also exempted from payment of earnest money deposit upon submission of copy of valid MSME certificate.

Start-ups (which are not MSEs) are exempted only from Bid security amount.

Bid Security mentioned above must accompany all tender offers (technical bid) as specified in this tender document or exemption claimed from payment of Document cost/EMD duly enclosing a copy of valid MSME certificate.

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

Fees for RFP document, amount as mentioned in the table above, 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 should be submitted at least three (3) days prior to the pre bid meeting. The tender fee can also be submitted by way of electronic money transfer (NEFT/IMPS etc.) in account no. 3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration “Tender ref no CO:DIT:PUR:2021-22:______ “in favor of “Central Bank Of India” and payable at MUMBAI. The proof of payment of RFP document cost also to be uploaded with the Technical Bid, by those who want to download the RFP from Website.

In case any bidder has not attended the pre-bid meeting and want to participate in the RFP process, they are allowed for the same and the 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, amount as mentioned in the table above, should 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. Offers made without EMD or valid exemption will be rejected. The Bank may accept bank guarantee in lieu of Earnest Money for an equivalent amount valid for 120 days from the last date of bid submission and issued by any scheduled commercial bank in India except Central Bank of India. The Bank will not pay any interest on the Bid security. Alternatively, bidders can pay the Bid Security amount through NEFT in the account no. 3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration "**Tender ref no CO:DIT:PUR:2021-22:**_______"

Technical Specifications, Terms and Conditions and various formats for submitting the tender offer are described in the tender document and its annexures.

- **ABOUT THE BANK**

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 listed in BSE/NSE.

The organizational structure of the Bank consists of four tiers viz., Central Office (CO), Zonal Offices (ZO), Regional Office (RO) and Branches/Branch Offices (BOs). CO, consisting of various functional departments deals with mainly policy formulation, setting of targets and monitoring of performance. The Bank has set up Zonal Offices to exercise immediate supervision and control over the Regional Offices, which in turn supervise the branches under their jurisdiction. The Bank has pan India presence with a network of 4608 branches/branch offices.

Project Objective

At present, the Bank has implemented DLP Solution (Forcepoint) and its support and maintenance is undertaken by existing System Integrator. The present DLP solution is integrated with Bank's Email Gateway, Web proxy, however, its host-based DLP agents are installed at 12000 desktop client PCs (workstations) only which are located across all branches pan-India.

Central Bank of India is floating this RFP for selection of qualified bidder for Supply, Implementation, Commissioning and Maintenance of Data Leakage Prevention Solution for a period of 5 years according to the terms and conditions of the project.

Bank intends to implement Data Leakage Prevention solution covering the endpoints located at all locations of the Bank to prevent the leakage of confidential Bank data / Bank customer information that could leak out of the Bank and would enable bank to reduce the corporate risk of the unintentional or intentional disclosure of confidential information.. This can be termed as data control for both DLP and Compliance. The management and monitoring of DLP solution to be done from Centralized location at DC and DRC. The solution shall have adequate redundancy built in.

The main objective of the project is to successfully implement and maintain DLP solution in those remaining endpoints (client PCs installed at BOs, ROs, ZOs & CO) wherein Bank's existing DLP agent is not implemented and installed. The count of such desktop client PCs where there is no existing DLP agent installed is around 23000. The successful bidder shall implement the proposed solution based on these identified PCs and take care of installation, configuration, support and its further maintenance & will be single point of contact for all queries, documents, training and technical guidance required related to the solution.

- **PROJECT SCOPE**

The Bidders who wish to take up the project shall be responsible for the following:

- To deploy the DLP solution adequately sized and scalable Hardware, Software, Applications, Tools, Utilities, related Services and Facilities Management as per Specifications, terms and conditions and scope defined in this RFP.
- Bidder must maintain all involved application/database level components required for the proposed solution. In case, if Bidder is supplying the customised OS, then the Bidder has to take care of OS level installation, configuration, support and its further maintenance as well.
- Rollout the proposed solution covering all the Bank identified locations as specified under the given scope.
- Impart Training and Knowledge Management to the Bank's management and personnel.
- Provide Facilities Management Services for the implemented solutions
- Provide complete hand-over along with detailed documentation on at the end / termination of the UAT acceptance.
- The key personnel(s) identified for the project should carry out their activities from Bank's premises.

- **PROJECT LOCATION**

The selected bidder should supply DLP solution related hardware and software at:

1. Primary site, Navi Mumbai.
2. Disaster Recovery Site, Hyderabad

Wherein the workstations which should be covered in the scope are deployed pan India in various Branch Offices, Regional Offices, Zonal Offices and at Central Office at Mumbai.

The Bank reserves its right to change the location of the project as per requirement.

- **BROAD SCOPE OF WORK**

1. The bidder is expected to consider the current deployment & propose the solutions which Integrate with the existing solutions and ensure that all the proposed new solutions would complement well with the Bank's existing network & security setup. In case the bank revamps its current architecture or completely migrates to another network technology/New location due to any reason, the bidder shall make necessary changes in its solution to adapt to new deployment without any additional cost to the Bank.

2. The Bidder is required to supply the Software/Hardware/Licenses/Applications required to provide above solutions at DC, DRC & Branches and other Bank locations PAN India, as applicable. The solutions shall comply with the requirements provided in the document –Technical specifications & Broad Scope of work.

3. The Bidder must ensure that quoted Software and Hardware should not be end of sale within 5 years of supply to the Bank. Bidder shall also ensure that no component is declared either End of Support, End of Life during tenure of the contract. In case the bidder/ OEM (Original Equipment Manufacturer) fails to give the above data for any specific component, and later on, any specific component is found to have date of end of sale/ support/ life which falls before the end date of the contract the bidder will have to replace / upgrade the component free of cost with the latest workable component.

4. Bidder is required to make available required resources that may be required for the successful completion of the entire assignment within the quoted cost to the Bank. Furthermore, the delivery shall be year over year as indicated in the Bill of material.

5. The proposed DLP solution should be scalable to support up to 35000 Endpoints during the tenure of the contract

6. All the Software & Hardware shall come with 3-year comprehensive onsite warranty subsequently AMC/ATS support for the additional 2 years to be provided by the bidder. The 3-year warranty shall be initiated after successful completion of User Acceptance Testing (UAT) for hardware and software. The 2 year AMC/ATS support should start post completion of 3-year onsite warranty.

7. Bank reserves the right to bring about any changes in Requirement/Scope of this RFP and the same will be communicated to the bidder well in time so as to allow the bidder to prepare their proposal.

8. The selected bidder is responsible for arranging for the prompt, conclusive & secure closure of any vulnerability pointed out in any of the security Reviewer, IT Audits carried by the bank or bank appointed third party or any issues/bug/concerns in the proposed solution. If the Issue requires OEMs technical person's/ product developer etc. intervention, selected bidder has to take up suitability with the appropriate Level at OEM and obtain the solution and implement it for resolution of the issue. If the analysis of the issue requires log submission, Bidder will submit the same for further analysis in consultation with the Bank.

9. The Bidder shall be responsible for the following:

   - Procurement of the necessary solutions and the corresponding hardware, software, database etc. required for implementing these solutions at the bank.
   - Implementation of the identified solutions at Bank including configuration, customization & Integration of the products as per the requirement. Also, implemented solution must meet bank's system security requirements.
   - Bidder to specify the need of VM or other hardware for storage or hosting of application in their technical bid.
   - The bidder shall provide the detailed technical architecture comprising of hardware (including configuration) with operating systems and other application software in their technical bid.

In case the bidder has not indicated any peripherals /equipment in their proposed solution and if same is required for successful implementation of proposed solution then cost of those components should be borne by the bidder.

Bidder shall apply all software updates / version upgrades released by the respective OEMs during the contract period.

10. The bidder may propose best feasible architecture at the time of technical bid submission, which is cost effective, takes care of high availability, adequate redundancy and fault tolerance to ensure compliance with SLAs for uptime, in case DC setup fails and during DR drill as well.

11. The proposed solution should be capable of covering all, but not limited to, the following, :

a. Endpoints
b. Email Gateway
c. FTP
d. Web Proxy
e. Printer
f. Server

12. All hardware/software offered is required to be on-premises licensed to the Bank. Bidder is required to size all the hardware/software for the solution proposed. During the warranty period of the appliance/hardware or software, in case of any shortfall of software licenses or Hardware sized; bidder is required to provide software / hardware at no additional cost to the Bank.

13. Bidder shall also undertake to carry out implementation / operationalization including move, add and delete, changes / customization of such hardware & software updates, releases, version upgrades. Implemented solution must meet the Bank's prevailing standards.

14. Bidder shall successfully migrate the rules/policies configured in existing DLP to the solution proposed by the bidder. If migration is not possible, Bidder has to configure the same rules/policies in the proposed solution and ensure similar outcome in line with the existing solution. Bidder can also fine-tune such policies/rules in case if requires.

Manpower Support required during working days schedule as below:

Location	Resource allocation for Solution Monitoring	Resources in Shift 1 (Monday to Saturday*)

		Starting 9.30 AM
CBD Belapur	**Level**	**DC**
1	L2 (3 to 7 years of experience)	1

15. Vendor shall provide onsite support on all Bank working days* at Maharashtra basis as mentioned above shift schedule for post go live maintenance/support. The support shall start from the date of successful implementation and acceptance of the solution by the Bank. The onsite support person should be well versed with the solution with adequate experience. In case the performance of the support Person is not satisfactory, the person should be replaced upon Bank's request. Onsite support person should also be supporting DR Drill/Cyber Drill activities as and when scheduled by Bank/RBI/Cert-In/IB-CART.

S. No.	Technical Specifications
	Network Data & Cloud Monitoring and Prevention
1	The DLP solution should detect and prevent content getting posted or uploaded to specific websites, blogs, and forums accessed over HTTP, HTTPS.
2	The DLP Solution must have capability to integrate with 3rd party Proxy solution for content inspection
3	The DLP solution should be able to block outbound emails sent via SMTP if it violates the policy either through manual classification or discovery policy
4	The DLP solution should be able to prevent content getting posted or uploaded to destinations (Web, Email domains etc.) and should monitor and control sensitive emails downloaded to mobile devices as well
5	The DLP solution should support Email inspection for outbound traffic. All licenses required for the same should be included in solution.
6	The DLP solution should be able to identify data leaked in the form of unknown and known encrypted format like password protected word document.
	Endpoint Data Monitoring & Protection
7	The DLP solution must perform Data Discovery at agent-installed endpoints even if the endpoint is 'locked' or in 'sleep' mode
8	The DLP solution should be able to monitor data copied to network file shares and should enforce fingerprint policies even when disconnected from corporate network. The solution should be able to enforce different policies for desktops, laptops and Mobile devices.
9	The DLP solution should Provide "Cloud Storage Applications" group which monitor sensitive content accessed by these cloud storage application on the endpoint (laptops/desktops) and prevent sensitive data from uploading to the cloud. For Example (Should support data leakage control capabilities on applications like Amazon Cloud Drive, Box, Dropbox, Google Drive, SkyDrive, iCloud).
10	The DLP solution should be capable of identifying & blocking data leakage through CD/DVD burners, Removable Media, Printing, Instant Messenger, shared folder etc. It should also Inspect and optionally block Explorer writes to WPD class devices.

11	Endpoint solution should support Microsoft Windows 32 bit and 64 bit Operating System from the first day of installation including but not limited to Windows 7, 8.1, 10, Windows server 2008 R2, Windows server 2012 R2, Windows server 2016, Mac OS X -10.11.X, VDI (Citrix and VMWare) , RHEL, Linux Desktop versions
12	The solution should support the multiple Endpoint Profile Creation for the Better Security between the different departments and HDLP agents should be pushed through centralized management console or using 3rd party solutions for both management and troubleshooting.
13	The endpoint installed should have the capability to create the Bypass for an incident and endpoint after validation by the administrator by generating the Passcode or user cancel response rule with justification.
	Data Identification & Policy Management
14	The DLP solution should have a comprehensive list of pre-defined policies and templates with patterns to identify and classify information pertaining to different industry like BFSI, Energy, Petroleum industry vertical etc and India IT Act and its amendments from time to time.
15	The solution should provide capabilities to identify data based on keywords and key phrases, dictionaries and the solution should be able to enforce policies based on file types, file extensions, size of files and also the name of the file.
16	The solution should be able to detect and block encrypted and password protected files
17	The solution should be able to do full binary fingerprint of files and also should be able to detect even if partial information gets leaks from fingerprinted files or folders
18	The solution should be able to recursively inspect the content of compressed archives
19	The solution should be able to fingerprint database and should be able to identify information leaks from databases by correlating information residing in different columns in a database.
20	The DLP solution should have advanced capabilities to learn sensitive information from copies of information AI/ML based data leakage identification and prevention that needs to be protected and also automatically learn false positives either natively or through forensic analysis console.
21	The DLP solution should enforce policies to detect data leaks over period of time through in-depth analysis reporting.
22	The solution should be able to enforce policies to detect data leaks through image file format detection or through OCR (Optical Character Recognition) technology.
23	The solution should be able to identify and block malicious activity like data thefts through encrypted files.
24	The DLP Solution must be GDPR Compliant or should have road-map for GDPR as well as for Personal Data Protection Bill 2019.
25	The DLP Solution must be able to detect Data Classification Labels applied by Data Classification partners by reading metadata as well as custom header analysis.
26	DLP Solution should monitor and prevent data using HTTP/HTTPS over browsers like Chrome, FireFox and Explorer at endpoint. Solution should also provide capability to monitor confidential data even if the data leak attempt is made through custom browsers via natively or application control.
	Automated Response & Incident Management
27	The solution should be able to alert and notify sender (via a pop-up message or balloon) , sender's manager and the policy owner whenever there is a policy violation, different notification templates for different audience should be possible.
28	The solution should support quarantine as an action for email policy violations and should allow the sender's manager to review the mail and provide permissions for him to block / release the mail either through console or via email.
29	The incident should include a clear indication of how the transmission or file violated policy (not just which policy was violated), including clear identification of which content triggered the match and should allow opening of original attachment directly from the UI
30	The incident should display the complete identity of the sender (Full name, Business unit, manager name etc.) and destination of transmission for all network and endpoint channels. The solution should also allow assigning of incidents to a specific incident manager

31	The solution should provide automatic notification to incident managers via when a new incident is assigned to them and the incident manager should not allowed for deletion even by the product administrator
32	The solution should allow a specific incident manager to manage incidents of specific policy violation, specific user groups etc.
33	The solution should have options for managing and remediating incidents through Central Management console or console for Managers or email based workflow
	Role Based Access and Privacy Control
34	The system should control incident access based on role and policy violated. The system should also allow a role creation for not having rights to view the identity of the user and the forensics of the incident
35	The system should create separate roles for technical administration of servers, user administration, policy creation and editing, incident remediation, and incident viewing for data at rest, in motion, or at the endpoint
36	The system should allow incident managers and administrators to use their Active directory credentials to login into the console
	Reporting and Analytics
37	The solution should have a dashboard view designed for use by executives that can combine information from data in motion (network), data at rest (storage), and data at the endpoint (endpoint) in a single view
38	The system should allow reports to be mailed directly from the UI and should allow automatic schedule of reports to identified recipients
39	The reports should be exported to at least CSV, PDF, HTML formats
40	The system should provide options to save specific reports as favorites for reuse
41	The system should have lots of pre-defined reports which administrators can leverage
42	The solution should provide Incident Workflow capabilities where user/Business Manager can remediate the DLP policy violations actions either via the management console or from handsets / emails without logging into the Management Console
43	The DLP Solution must provide visibility into Broken Business process. For ex:-if unsecured sensitive content is sent daily from several users to a business partner, the users are probably not aware that they are doing something wrong.
44	The DLP engine must performs a post-processing incident grouping step to avoid displaying related incidents in different cases. All incidents from the same user should be classified and combined manually into a group for ease in case management.
45	The DLP dashboard must display the number of cases in the designated period that fall above the risk score threshold that one has selected. Risk score thresholds must be customizable and instantly produce a report to prioritize the cases from high-to-low risk levels through native DLP's analytic or CASB solution.
	Storage (Data at rest)
46	The system should also allow deletion of files during discovery on locations like file servers, network share, endpoints etc.
47	The system should display the original file location and policy match details for files found to violate policy
48	The system should leave the "last accessed" attribute of scanned files unchanged so as not to disrupt enterprise backup processes
49	The solution’s Central device should store minimum 6-month access/application logs on internal storage.
	Management Monitoring
50	The solution should have centralized management and unified policy enforcement platform.
51	The solution should provide detailed reporting in various pre-defined templates
52	The OEM should have own technical support center in India.
	Insider Threat

53	The solution should collect data through an endpoint agent that is capable of monitoring and collecting metadata for various types of behavior. At a minimum, behavior monitored should include: application usage, clipboard activity, email activity, file activity, keyboard activity, log on and log off events, printer activity, process activity, web browsing, and desktop video capture.
54	The solution should be able to capture email activity from both Outlook, IBM Notes and Webmail. It should capture information about who the email was from, to whom it was sent, and any other recipients (cc or bcc). It should capture the subject line, the actual content of the message, and copies of any attached files, along with the date and time of sent email.
55	The solution should be capable of capturing information about any printer activity, including the document name, the printer name and IP address, and copies of the actual document(s) sent to print, time and date of print
56	When the user is not connected to the internet, all collected data should be stored in a local disk cache on the endpoint and sent to the server as soon as it is again connected. This data should be capable of being sent to the server regardless of whether the endpoint is on or off the network.
57	The endpoint should be able to sync logs even for mobile laptop users without connecting through VPN to central LAN.
58	The endpoint agent should be able to detect and prevent tampering with the endpoint agent. It should be capable of generating an event if a user attempts to do so.
	Endpoint Management
59	The DLP solution should provide a way to manage the endpoints installed. It should be capable of sending commands to those endpoints.
60	The DLP solution should provide a way to deploy endpoints with a select subset of functionality in order to maintain privacy requirements for specific individuals, groups, departments, or countries.
61	The DLP solution should provide a way to assign individual endpoints and/or individuals to groups to facilitate easier management.
62	The solution should provide a way to monitor the health and connectivity of the endpoints.
63	The DLP solution’s endpoints agents should be capable of seeking password from the users before getting uninstalled from the PC.
	Policy Engine
64	The solution should provide a user interface for creating policies that can be selectively deployed to groups of endpoints or users. These policies should govern which data is collected and under what circumstances it is collected.
65	Policies should allow for filtering and pre-filtering of data to determine the appropriate action. This includes searching any collected data for specific keywords or patterns matching regular expressions and should enforce discovery operations
66	Policies should be able to govern what data is cached and stored locally on the endpoint unless specifically requested, and what data is automatically sent up to the server as soon as it is collected or remediated
67	Policies should be able to define scenarios where data will not be collected despite the rules of other policies for granularity.
68	The solution should have several sets of policies that meet common use cases readily available.
69	The solution should allow for policies to trigger an email notification to DLP admin and to the violator’s email id.
70	The solution must integrate smoothly with no major changes to the existing infrastructure of various systems / applications in the Bank including but not limited to Anti-Malware software, Email Gateway, SIEM, PAM, Network Access Control, Patch Management System, Active Directory and ITCM etc.

- **PROJECT TIMELINES**

The selected Bidder shall furnish a schedule of assessment/implementation of the DLP solution encompassing its entire scope, discuss the same with the Bank officials and arrive finally at a mutually agreed assessment/implementation schedule within the overall ambit of 10 weeks from the date of P.O. The selected bidder shall be bound by the project timelines so agreed.

Job (from date of P.O.)	**Projected Timeline (from the date of PO)**
Contract Execution & Hardware/Software supply and installation	Within 4 weeks from the date of PO
Implementation (UAT) signoff	Within 6 weeks from the date of PO
Rule configuration and endpoint rollout	Within 8 weeks from the date of PO
Final Sign off and Start of FM services	Within 10 weeks from the date of PO

Penalty

- The Bank expects the Bidder to complete the scope of the project as mentioned in the scope of work and various annexures of this document including final certification for the Bank within the maximum timeframe of 10 weeks from the date of Purchase Order issued to the selected bidder.
- The proposed rate of penalty for non-compliance would be **1%** of the value of the contract per completed week post the completion of given timeline of the project & shall be maximum of 10% of the total cost of the Purchase Order from the finalized Bidder for the Bank.
- For example, if the selected bidder is not able to complete tasks and deliverables as mentioned in the broad scope of work above, during the course of the given timeline, and takes 45 days further to complete the project, the penalty charged will be 6% of the final value of the contract (excluding the taxes).
- However, Penalty will not be levied for reasons/delay solely attributable to the Bank.

Service level after implementation for operations & maintenance

Bidder need to strictly adhere to Service Level Agreement (SLA) computed on parameters as per industry best practice. Services delivered by vendor should comply with the SLA mentioned in the table below. SLA will be calculated on a monthly basis. SLA violation will attract penalties.

Service Area	**Acceptable Service Level**	**Penalty**

DLP Solution's Uptime Uptime % calculated on monthly basis for DLP solution. In case of any hardware problems, the Bidder should ensure that replacement devices are made available to meet the SLAs.	System Availability 99.9 % and above	NA
	98% to 99.9	2 % of monthly AMC payment of year 1 AMC
	95% to 97.99%	3 % of monthly AMC payment of year 1 AMC
	90% to 94.99%	5 % of monthly AMC payment of year 1 AMC

- TERMS AND CONDITIONS

a. GENERAL

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

The Bank expects the Bidder to adhere to the terms of this RFP and would not accept any deviations to the same. If the Bidder has genuine issues only then it may provide the nature of non-compliance to the same in the format provided. The Bank reserves its right to not accept such deviations to the tender terms. Refer Annexure - Comments on Terms and Conditions.

The Bank expects that the Bidder appointed under the RFP shall have the single point responsibility for fulfilling all obligations and providing all supply and delivery of equipment required for the project implementation.

Unless agreed to specifically by the Bank in writing for any changes to the RFP issued, the Bidder's response would not be incorporated automatically in the RFP.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the Bidder, the RFP shall be the governing document for arrangement between the Bank and the Bidder.

- BID SUBMISSION

1. All responses received after the due date/time be considered late and would be liable to be rejected. E-procurement portal will not allow lodgment of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act upon any reason for late submission of response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever.

2. "**Cost of Tender Document**" may be paid through NEFT favouring CENTRAL BANK OF INDIA, BANK ACCOUNT NO. 3287810289 IFSC CODE - CBIN0283154 or by way of Bankers Cheque/Demand Draft/Pay Order favouring Central Bank of India, payable at Mumbai, which is non-refundable, must be submitted separately along with RFP response. The Bank may, at its sole discretion, reject any vendor where application money has not been furnished with RFP response.

3. The details of the transaction viz. scanned copy of the receipt is required to be uploaded on e-procurement website at the time of final online bid submission The RFP response without the proof of amount towards Application Money / Bid Security are liable to be rejected

4. **Bid Security / Earnest Money Deposit:** "**Earnest Money Deposit**" shall be paid through NEFT (National Electronic Fund Transfer) favouring CENTRAL BANK OF INDIA, BANK ACCOUNT NO. 3287810289, IFSC CODE - CBIN0283154 or by way of Bankers Cheque/Demand Draft/Pay Order favouring Central Bank of India, payable at Mumbai, or a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Central Bank of India) located in India, in the format provided in the RFP (Annexure

- Bid Security Format). The Demand Draft should be of a Commercial Bank only (other than Central Bank of India)

- **Instructions to Bidders – e tendering**

The Bidders participating through e-Tendering for the first time, for Central Bank of India will have to complete the Online Registration Process on the portal. All the bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having -2- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using the bidder's authorized individual's (Individual certificate is allowed for proprietorship firms) Digital e- Token. If any assistance is required regarding e-Tendering (registration / upload / download/ Bid Preparation / Bid Submission), please contact on the support numbers given in the support details in 10.2 below.

- **Registration Process for Bidders**

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

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

c) Register yourself with all the required details properly.

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

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

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

Bid Submission Mode.	https://centralbank.abcprocure.com/EPROC Through e-tendering portal (Class II or Class III Digital Certificate with both Signing & Encryption is required for tender participation)
Support person and phone number for e-tender service provider for any help in accessing the website and uploading the tender documents or any other related queries.	e-Procurement Technologies Limited **Technical Support Team** Mr. Sujith Nair: 079 68136857 sujith@eptl.in Ms. Geeta : 079 90334460 geeta@auctiontiger.net Ms.Khushboo : 09510813528 khushboo.mehta@eptl.in Mr. Jainam : 079 68136852 jainam@eptl.in Ms. Pooja : 09328931942 pooja.shah@eptl.in Ms. Komal : 07904407997 komal.d@eptl.in Mobile Numbers: +91-9904407997 | 9081000427

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

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

Preparation & Submission of Bids

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

Do’s and Don’ts for Bidder

1. Registration process for new Bidder’s should be completed at the earliest
2. The e-Procurement portal is open for upload of documents with immediate effect Hence Bidders are advised to start the process of upload of bid documents well in advance.
3. Bidder has to prepare for submission of their bid documents online well in advance as
   3. The upload process of soft copy of the bid documents requires encryption (large files take longer time to encrypt) and upload of these files to e-procurement portal depends upon bidder’s infrastructure and connectivity.
   4. To avoid last minute rush for upload bidder is required to start the upload for all the documents required for online submission of bid one week in advance.
1. Bidder to initiate few documents uploads during the start of the RFP submission and help required for uploading the documents / understanding the system should be taken up with e-procurement bidder well in advance.
2. Bidder should not raise request for extension of time on the last day of submission due to non-submission of their Bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.

3. Bidder should not raise request for offline submission or late submission since only online e-Procurement submission is accepted.
4. Part submission of bids by the Bidder's will not be processed and will be rejected.

Terms & Conditions of Online Submission

1. Bank has decided to determine L1 through bids submitted on Bank's E-Tendering website https://centralbank.abcprocure.com/EPROC. Bidders shall bear the cost of registration on the Bank's e-tendering portal. Rules for web portal access are as follows:

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

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

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

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

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

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

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

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

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

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

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

13. During the submission of bid, if any bidder faces technical issues and is unable to submit the bid, in such case the Bank reserves its right at its sole discretion but is not

obliged to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service provider.

14. Utmost care has been taken to reduce discrepancy between the information contained in e-tendering portal and this tender document. However, in event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.
15. Bidders are suggested to attach all eligibility criteria documents with the Annexures in the technical bid.

1.0 Guidelines to Contractors on the operations of Electronic Tendering System of Central Bank of India

1.1 Pre-requisites to participate in the Tenders

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

Registration of New Bidders:

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

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

1.2 Preparation of Bid & Guidelines of Digital Certificate

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

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

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

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

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

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

Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

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

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

1.3 Recommended Hardware and Internet Connectivity

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

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

Toolbar / Add on / Pop up blocker

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

1.4 Online viewing of Detailed Notice Inviting Tenders

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

1.5 Download of Tender Documents:

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

1.6 Online Submission of Tender

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

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

Notes:

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

The documents submitted by bidders must be encrypted using document encryption tool which available for download under Download section on:

https://centralbank.abcprocure.com/EPROC

Steps to encrypt and upload a document:

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

Note: Bank and e-Procurement Technologies Limited shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush.

Bidder can fix a call with support team members in case guidance is required by calling on numbers mentioned in 10.2 above.

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

1.7 Closure of Bidding:

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

1.8 Online Final Confirmation:

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

1.9 Short listing of Bidders for Financial Bidding Process:

The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents, will shortlist the Bidders who are eligible for Financial Bidding Process. The short listed Bidders will be intimated by email.

1.10 Opening of the Financial Bids:

The Bidders may join online for tender Opening at the time of opening of Financial Bids. However, the results of the Financial Bids of all Bidders shall be available on the e-Tendering Portal after the completion of opening process.

1.11 Tender Schedule (Key Dates):

The Bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule. At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

1.12 Reverse Auction

Bank would conduct a reverse auction process on the commercials submitted by the bidders. As such it is necessary that authorized personnel of the firm or organization signs the bid. The designated personnel should be authorized by the organization or by a senior official of the organization having authority to do so. The same person or a different person should be authorized, who should have digital certificate issued in his name and should have authority to quote bid amount in the commercial bid and also quote offer price during on-line reverse auction. The details of digital certificate like Name, Digital Key details, Issuing Authority and Validity etc. to be provided.

The certified copy of necessary original resolutions/authority/ Power of Attorney having authority to authorize the person to submit Bid documents/participate in on-line sealed bid and reverse auction, on behalf of the company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment.

Bidders to note that:

• In case there is variation between numbers and words; the value mentioned in words would be considered as final

• Bidder needs to provide unit costs for all components and services; unit rates would be considered for the TCO in case of any discrepancy in the totaling, modifications, addition, correction, etc.

• In the event bidder has not quoted or has omitted any mandatory product or service required for the solution it shall be deemed that the bidder shall provide the product or service at no additional cost to Bank.

Please note that in the event of Bank conducting a normalization exercise, the bids submitted after normalization would be evaluated as per the evaluation methodology in Commercial Evaluation. Bidder categorized as L1 after the Normalization process would be deemed as the Successful bidder.

Technical Bid

The Technical bid should be complete in all respects and contain all information asked for except prices. The TECHNICAL BID should include all items mentioned in the below list.

- "Bidders Information" format along with supporting documents.
- The Technical bid should not contain any price information. The TECHNICAL BID should be complete to indicate that all products and services asked for are quoted and should give all required information.

Commercial Bid

The Commercial bid should give all relevant price information and should not contradict the TECHNICAL BID in any manner. A copy of the Commercial Bid duly masking the prices be submitted along with the Technical Bid through Online.

The prices quoted in the commercial bid should be without any conditions. The Bidder should submit an undertaking that there are no deviations to the specifications mentioned in the RFP either with the technical or commercial bids submitted.

- **EMD Amount**

This envelope should contain the demand draft / Bank Guarantee for amount mentioned in the table above towards EMD favoring "Central Bank of India" payable at Mumbai.

- The Bidder shall bear all the costs associated with the preparation and submission of the bid and Central Bank of India will in no case be responsible or liable for those costs, regardless of the conduct or the outcome of the tendering process.
- Bids submitted without EMD and Application Fee Demand Draft will not be considered for evaluation.
- Bids sent by fax or e-mail will not be considered for evaluation.

  - DATE OF SUBMISSION

The proposal should be submitted online as per the details given above on or before date and time mentioned above. After the expiry of the cut- off time of Online Submission of Tender, the Tender will be closed by the Tendering Authority.

- 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).

- 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. 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 related processes. Bank has every right to award the contract even if only one Bidder is eligible after technical evaluation.

- DATE OF BID EXPIRATION

Proposals must be valid for a minimum of six months from the date of expiry of the last date for submission of response to RFP. Responses must clearly state the validity of the bid and its explicit expiration date.

- BIDDER INDICATION OF AUTHORIZATION TO BID

Responses submitted by a Bidder to this RFP (including response to technical requirements) represent a firm offer to contract on the terms and conditions described in the RFP. The proposal must be signed by an official authorized to sign on behalf of Bidder's firm/ company. 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.

- RFP OWNERSHIP

The RFP and all supporting documentation/templates are the sole property of Central Bank of India and should NOT be redistributed, either in full or in part thereof, without the prior written consent of the 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 must be returned to Bank immediately.

- PROPOSAL OWNERSHIP

The proposal and all supporting documentation submitted by the Bidder shall become the property of Central Bank of India unless the Bidder specifically requests, in writing, that the proposal and documentation be returned or destroyed.

- 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.

- 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.

- CONFIDENTIALITY

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.

This tender document contains information proprietary to the Bank. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the tender document may not be reproduced in whole or in part without the express permission of the Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said Successful Bidder.

Responses received will become the property of the Bank and cannot be returned. Information provided by each Bidder will be held in confidence and will be used for the sole purpose of evaluating a potential business relationship with the successful Bidder.

“Confidential Information” means any and all information that is or has been received by the successful Bidder (“Receiving Party”) from the Bank (“Disclosing Party”) and that:

- Relates to the Disclosing Party; and as 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 that may be shared by the Bank with the Bidder.
- "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.
- Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years.
- The Receiving 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 Disclosing Party:
- Unless otherwise agreed herein, use 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 or its customers or their projects.

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

- 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;
- 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;
- 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; and 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.
- The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
  - ✓ 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;
  - ✓ 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;
  - ✓ 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; and

- ✓ 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.

- The restrictions in the preceding clause shall not apply to:
  - ✓ 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 contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
  - ✓ 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 shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
  - ✓ The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.
  - ✓ The confidentiality obligations shall survive the expiry or termination of the agreement between the Service Provider and the Bank.

- o 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.

The selected Bidder should execute (a) a Service Level Agreement, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and (b) Non-disclosure Agreement (this is part of the bid submission before getting shortlisted).

The RFP document is not an offer made by Central Bank of India but an invitation for response based on which the Bank may further evaluate the response or call for alternate or more responses from other Bidders. The Bank has the right to ask for other competitive quotations and can award any part or complete work to another Bidders whom so ever they feel eligible for the same taking into consideration the price and quality.

- o 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.

  - BID SECURITY

- The Bidder shall furnish, as part of its Technical bid, bid security. The bid security is required to protect the Bank against the risk of Bidder's conduct.
- The bid security shall be denominated in the INDIAN RUPEES only and shall be in the form of a Demand Draft / BG favoring "Central Bank of India" by a Scheduled Commercial Bank located in India. Any bid not secured in accordance with the above will be rejected by the Bank as non-responsive.
- Unsuccessful Bidders' bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Bank.
- The successful Bidder's bid security will be discharged upon the Bidder signing the Contract and furnishing the performance guarantee.

The bid security may be forfeited:

- If Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form;
  Or
- In case of the successful Bidder, if the Bidder fails:
  - ✓ To sign the Contract And
  - ✓ To furnish performance security.

- Period of Validity of Bids: The process of bid evaluation, approval and the subsequent activities may be assumed to take a reasonable amount of time. Therefore, the bids shall remain valid for six months from the date of expiry of the last date for submission of response to RFP, prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non- responsive.

- TERMS OF REFERENCE (TOR)

  - OWNERSHIPS, GRANT AND DELIVERY

The Bidder shall procure and provide a non-exclusive, non-transferable, perpetual license to the Bank for all the software to be provided as a part of this project.

The Bank reserves the right to use the excess capacity of the hardware, licenses and other infrastructure supplied by the Bidder for any internal use of the Bank or its affiliates, subsidiaries or regional rural Bank at no additional cost other than the prices mentioned in the commercial bid. The Bidder agrees that they do not have any reservations on such use and will not have any claim whatsoever against such use of the hardware, licenses and infrastructure.

Further, the Bidder also agrees that such use will not infringe or violate any license or other requirements as per applicable intellectual property right.

- INSURANCE

In addition to the insurance policies taken by the Bidder with respect to the transportation of the equipment as set out above, the Bidder shall maintain adequate professional liability and an all risk Insurance for the aggregate of all deliverables and services to be rendered by virtue of Hardware Up gradation Project and shall provide to the Bank on request copies of such policy of insurance and evidence that the premiums have been paid. The Bidder shall procure appropriate insurance policies of the limits acceptable to the Bank for damage to Banks premises, Banks property, data or loss of life, which may occur as a result of or in the course of performing the Bidder's obligations under the RFP. The Bidder also warrants and represents that it shall keep all their respective directors, partners, advisers, agents, representatives and or employees adequately insured in respect of business travel in India and further agrees to provide to the Bank on request copies of such policy of insurance and evidence that the premiums have been paid.

The Bidder shall furnish to the Bank prior to the commencement of the supply of security and server virtualization equipment, copies of the certificates of insurance as stipulated as set out herein certifying that the policies of insurance, endorsed as required, are in full force and effect (together with any required waivers of subrogation). The Bidder shall ensure that the policies contain provision that the Bank will be given thirty (30) days' prior written notice by the insurers in the event of either cancellation or material change in coverage; and that the Bank shall be given thirty (30) days' notice prior to termination of the insurance for failure to renew or pay premium. The Insurance procured by the Bidder shall be primary to any other insurance available to the Bank, its assigns, officers, directors, agents and employees.

The Bidder's obligation to maintain insurance coverage hereunder shall be in addition to, and not in lieu of, the Bidder's other obligations, and the Bidder's liability to the Bank shall not be limited to the amount of coverage. It is usual for Bidders to have name of their customers endorsed as additional insured / beneficiary and provide a copy of the policy to the customers.

The Bank should be added as a "Beneficiary or additional insured" and appropriate certification should be provided by the Bidder's insurer certifying compliance with the provisions of this clause.

The equipment (hardware, software etc.) supplied under the contract shall be fully insured by the successful Bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The insurance shall be obtained by the Bidder naming Central Bank of India as the beneficiary, for an amount Equal to 100% of the invoiced value of the goods on "all risks" basis. The period of insurance shall be up to the date the supplied components are accepted and the all rights of the property are transferred to the Bank in the Bank's premises.

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

- Initiate and pursue claim till settlement and

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

  - PRIVACY AND SECURITY SAFEGUARDS
- The Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location. The Bidder will have to develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Bidder will have to also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.
- The Bidder hereby agrees and confirms that they will disclose, forthwith, instances of security breaches.
- As per the prevailing IT Security policies, remote connection / connection via VPN etc. will not be provided to Bidder/OEM/vendor associates during any stage of solution implementation, configuration and later for support.

The Bidder hereby agrees that they will preserve the documents after prior written permission of the Bank.

  - ORDER CANCELLATION
- The Bank reserves its right to cancel the order in the event of one or more of the following situations:
  - Delays in delivery beyond the specified period for delivery.
  - Serious discrepancy noticed in the deliverables by the selected bidder.

In addition to the cancellation of purchase order, Central Bank of India reserves the right to appropriate the damages by foreclosing the Bank guarantee given by the supplier against the advance payment.

  - INDEMNITY

Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Bidder, (iii) use of the deliverables and or services provided by the Bidder, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project. Bidder shall further indemnify the Bank against any loss or damage to the Bank's premises or property, Bank's data, loss of life, etc., due to the acts of the Bidder's employees or representatives. The Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the Bank notifies the Bidder in writing immediately on aware of such claim, (ii) the Bidder has sole control of defense and all related settlement negotiations, (iii) the Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim unless and until justified by authority of the Bank or under due process of law or order of the court. It is clarified that the Bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers and users) rights, interest and reputation.

Bidder shall be responsible for any loss of data, loss of life, etc., due to acts of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.

Bidder should take full responsibility for its and its employee's actions. Further, since the Bank's data could be integrated/used under Bidder provided, the Bidder should be responsible for loss/compromise or damage to Bank's data.

The Bidder shall indemnify the Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where the Bank does not opt for retention of GST component on supplies.

The Bidder's should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the Bidder with Laws / Governmental Requirements
- IP infringement
- Negligence and misconduct of the Bidder, its employees, and agents
- Breach of any terms of RFP, Representation or Warranty
- Act or omission in performance of service.

Indemnity would be limited to damages as claimed by Bank, and in case of refusal of bidder to pay as claimed by bank, as decided by the arbitration award and shall exclude indirect, consequential and incidental damages. However, the successful bidders liability to indemnify the bank in case of claims against the Bank resulting from misconduct or gross negligence of the Successful bidder, its employees and sub-contractors or from infringement of patents, trademarks, copyrights or such other intellectual property rights or breach of confidentiality obligations, shall be on actuals basis without any limit.

However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

The Bidder shall not indemnify the Bank for

- Any loss of profits, revenue, contracts, or anticipated savings or
- Any consequential or indirect loss or damage however caused, provided that the claims against customers and users of the Bank would be considered as a "direct" claim

- PUBLICITY

Any publicity by the Bidder in which the name of the Bank is to be used shall be done only with the prior written permission of the Bank.

- SOLICITATION OF EMPLOYEES

Both the parties agree not to hire, solicit, or accept solicitation (directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except when parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who

a. initiate discussions regarding such employment without any direct or indirect solicitation by the other party
b. respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or
c. has been terminated by a party prior to the commencement of employment discussions with the other party.

- INFORMATION OWNERSHIP

All information processed, stored, or transmitted by 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.

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

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

The successful Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any of the Bank location. The Bidder will have to also ensure that all sub-contractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards, designed, developed, or implemented by the Bidder or existing at any Bank location.

- 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.

Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years.

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 contemplated under this clause, provided further that the Bidder shall at no point use the Bank’s confidential information or Intellectual property. The Receiving 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 Disclosing Party:

- 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 Hardware expansion 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
- Unless otherwise agreed herein, use 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 or its customers or their projects.
- In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:

- ✓ 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;
- ✓ 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;
- ✓ 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; and
- ✓ 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.

- The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:

  - ✓ 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;
  - ✓ 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;
  - ✓ 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; and
  - ✓ 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.

- The restrictions in the preceding clause shall not apply to:

  - ✓ 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 contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.

- ✓ 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 shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
- ✓ The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party 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 receiving party shall execute the NDA (Non-Disclosure Agreement) as per attached format.

- SUCCESSFUL BIDDER'S LIABILITY

The Successful Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The Successful Bidder's liability in case of claims against the Bank resulting from misconduct or gross negligence of the Successful Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights 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 either party be liable for any indirect and incidental or consequential damages or liability, under or in connection with or arising out of this tender or subsequent agreement or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers and users 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.

- GUARANTEES

Bidder shall guarantee that the software and allied components used to service the Bank are licensed and legal and the application/ software is free from embedded malicious/ fraudulent code. Confirmation/ Undertaking should be submitted to this effect.

- 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 reasonable 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. However, financial constraints by way of increased cost to perform the obligations due to any reason, if the obligations can be performed otherwise, shall not be treated as a force majeure situation.
- 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 Bidder's 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 consultations 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 regarding whether the event so claimed by the bidder is a force majeure event or not.

    - RESOLUTION OF DISPUTES AND REMEDIES

- 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 successful Bidder, any disagreement or dispute arising between them under or in connection with the contract.
- If the Bank project director and successful Bidder project director are unable to resolve the dispute after 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.
- If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the successful Bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.
- 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.

- 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 served 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 the receipt by the recipient if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.
- This RFP shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.
- Notwithstanding the existence of the a dispute and/or 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.
- The bidder acknowledges that if bidder fails to comply with any of its obligations hereunder, if Bank suffers any or all immediate, irreparable harm for which monetary damages may not be adequate. The bidder agrees that, in addition to all other remedies provided at law or in equity, the Bank shall be entitled to injunctive relief, restraining order, right of recovery, specific performance, or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the vendor from committing any violation or enforce the performance of the covenants, obligations and representation contained in this RFP and subsequent Agreement(including Purchase Order/s). 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.

  - EXIT OPTION

- The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

  - ✓ Failure of the successful Bidder to accept the contract and furnish the Performance Guarantee within 30 days of receipt of purchase contract;
  - ✓ Delay in delivery beyond the specified period;
  - ✓ Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank. Inability of the Bidder to remedy the situation within 60 days from the date of pointing out the defects by the Bank. (60 days will be construed as the notice period)

- In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.

- Notwithstanding the existence of a dispute and/ or the commencement of arbitration proceedings, the successful Bidder should continue to provide services to the Bank as per the contract.

    - SEVERABILITY

If any of the provisions of this Agreement may be constructed in more than one way, one of which would render the provision illegal or otherwise voidable or unenforceable, such provision shall have the meaning that renders it valid and enforceable.

In the event any court or other government authority shall determine any provisions in this Agreement is not enforceable as written, the Parties agree that the provision shall be amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought, and affords the Parties the same basic rights and obligations and has the same economic effect as prior to amendment.

In the event that any of the provisions of this Agreement shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective; provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which such provisions contained in this Agreement were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original intent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by any law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this Agreement.

    - CORRUPT AND FRAUDULENT PRACTICES

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

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

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

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

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

- 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 RFP 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 RFP 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.

- VIOLATION OF TERMS

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for 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.

- TERMINATION

- 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.
- The Bank shall be entitled to terminate the agreement at any time by giving notice if:
    - ✓ The Bidder breaches its obligations under the RFP or the subsequent agreement and if the breach is not correct within 15 days from the date of notice.
    - ✓ 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.

i. TERMINATION FOR DEFAULT

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

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

- If the successful 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
- If the successful Bidder fails to perform any other obligation(s) under the agreement.
- If the successful Bidder, in the judgment of Bank is engaged in corrupt or fraudulent practices in competing or for executing the agreement.

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 successful Bidder shall be liable to Bank for any excess costs for such similar Goods and/or Services. However, the selected successful Bidder shall continue performance of the agreement to the extent not terminated. The notice period will be minimum 2 (Two) months.

In case the contract is terminated then all undisputed payment will be given to vendor, but disputed payment shall be adjusted by way of penalty from invoices or Performance Bank Guarantee.

ii. TERMINATION FOR INSOLVENCY

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

iii. EFFECT OF TERMINATION

- The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank’s deliverables and maintenance. The reverse transition will be for the period of 3 (Three) months post the notice period.
- Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
- 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 warranty/AMC services to the Bank at no less favorable terms than those contained in this RFP. In case the Bank wants to continue with the Bidder's services 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.
- 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.
- Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the Bidder for services rendered until 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.

- FORMAT FOR TECHNICAL OFFER

The Technical offer must be made in a structured and neat manner.

The suggested format for submission of technical offer is as follows:

- Index of contents submitted.
- Covering letter on bidder's letterhead.
- Conformity Letter
- Eligibility Criteria
- Undertaking
- Technical Bid Format
- Eligibility Criteria Compliance
- Experience Details
- Estimated Effort and Elapsed Time (Delivery and implementation.)
- Masked Commercial Bid copy
- Non-Disclosure Agreement
- Integrity Pact
- Proposed Onsite Team Profile.
- Block diagram of the solution offered. The block diagram will contain the following information
  - ✓ Different modules/applications used.
  - ✓ Process flow diagram.
  - ✓ Full details of the proposed solution in terms of technical capabilities.
- All the copies of certificates, documentary proofs, work orders, brochures etc should be clearly marked.
- Soft copy of the proposal to be uploaded in the portal.
- Terms and Conditions Compliance Table in the following format. This table must cover Bidder's response to all the terms and conditions specified in the tender document.

Term No	Short Description of term	Complied (Yes/No)	Detailed explanation about deviation, if not complied
1	Technical evaluation and performance evaluation		

- Warranty details (for all relevant schedules). This should not contain any price information.
- Printed Technical Brochures and data sheets pertaining to different components offered.
- Supporting documents, as asked for in the tender document.
- Valid Bank Draft/ Bank Guarantee for EMD.

- Other General Conditions

- All responses received after the due date/time would be considered late and would be rejected.
- All responses by the Bidders to this RFP document shall be binding on such Bidders for a period of six months from the date of expiry of the last date for submission of response to RFP.
- 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 last date for submission of the bids.
- Each offer should specify only a single solution which is cost effective and meet the tender specifications and should 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 Intellectual Property Rights infringement such as Patent, Trademark, Copy Right 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 sole 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’s fees. Bank will give notice to the Bidder of such claims, if it is made, without delay by fax/email/registered post etc.
- The successful Bidder and Bank should execute:

✓ **Service Level Agreement:** This would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank.

Bidder shall provide personnel support during warranty period.

Non-Disclosure Agreement to be submitted in the format attached

The successful Bidder should execute the SLA and NDA as per format of the Bank within one month from the date of acceptance of Letter of Appointment.

Integrity Pact – Each participating bidder/s shall submit Integrity Pact as per attached Annexure duly on a stamp paper of ₹ 500/-. Integrity pact should be submitted by all participating bidders at the time of submission of bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time scheduled prescribed by Bank may be relevant ground of disqualification to participating in bid process.

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

- Sri Trivikram Nath Tiwari [mail: trivikramnt@yahoo.co.in]

1. IEM's task shall be to review – independently and objectively, whether and to what extent the parties comply with the obligations under this pact
2. IEM shall not be subjected to instructions by the representatives of the parties and perform his functions neutrally and independently
3. Both the parities accept that the IEM has the right to access all the documents relating to the project/procurement, including minutes of meetings.

- COSTS & CURRENCY PRICE COMPOSITION

The Bidder is expected to quote unit price in Indian Rupees (without decimal places) for all components (hardware, software etc.) and services on a fixed price basis, as per the commercial Bid inclusive of all costs. GST (Goods and Services Taxes) shall be payable as per applicable structure laid down under GST Law. The Bank will not pay any other taxes, cost or charges.

i. GOODS AND SERVICES TAXES (GST) AND ITS COMPLIANCE-

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

- 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.

- FIXED PRICE

The commercial offer shall be on a fixed price basis, excluding of taxes. No price variation relating to increases in dollar price variation etc. is permitted.

- LIQUIDATED DAMAGES

The Bank will treat the inability of the Bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of liquidated damages on the part of the Bidder. The liquidated damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, Operationalization, implementation, training, acceptance, warranty, maintenance etc. of the equipment(s)) by the Bidder.

Installation will be treated as incomplete in one/all of the following situations:

Non-delivery of any component or other services mentioned in the order Non-delivery of supporting documentation

If the Bidder fails to perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as mentioned in the 'Penalty' section of this document; and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract and other penal measure will be taken like forfeiture of EMD, Foreclosure of BG etc.

- NON COMPLIANCE

Bank reserves its right to take any appropriate action against the bidder in the event of delay in project beyond the specified period or non-compliance of the RFP terms or non-fulfilment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory. Bank shall have right to exercise power conferred under this clause along with any or all right incorporated in this RFP / Agreement.

- PERFORMANCE BANK GUARANTEE

The successful Bidder should provide a performance Bank guarantee for the contract period and additional 3 months for an amount equivalent to 3% of the total order value from a Nationalized / PSU Bank/Scheduled commercial Bank in the format specified by the Bank within 30 days from the date of purchase order.

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 Bank guarantee without notice or right of demur to the successful 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 the terms of performance Bank guarantee.

- NON-DISCLOSURE AGREEMENT

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

- CANCELLATION OF ORDER

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

- SECURITY

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

- PATENT RIGHTS/ INTELLECTUAL PROPERTY RIGHTS

The Successful Bidder shall ensure that the equipment (including hardware and software) does not infringe third party intellectual property rights. If a third party's claim endangers or disrupts the Bank's use of the software, the Successful Bidder shall be required to, at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the equipment in accordance with the terms of this Agreement and the license agreement; or (ii) modify the equipment without affecting the functionality in any manner so as to avoid the infringement; or (iii) replace the equipment with a compatible, functionally equivalent and non-infringing product; or (iv) refund to the Bank the amount paid for the infringing software and bear the incremental costs of procuring a functionally equivalent equipment from a third party, provided the option under the sub clause (iv) shall be exercised by the Bank in the event of the failure of the Successful Bidder to provide effective remedy under options (i) to (iii) within a reasonable period which would not affect the normal functioning of the Bank. The Successful Bidder shall have no liability for any claim of infringement based on (i) a claim which continues because of Bank's failure to use a modified or replaced software that is at least functionally equivalent to the software, or the Bank's failure to use corrections, fixes, or enhancements made available and implemented by the Successful Bidder , despite notice of such failure by the Successful Bidder in writing, (ii) any change, not made by or on behalf of the Successful Bidder , to some or all of the software/deliverables supplied by the Successful Bidder or modification thereof; or (iii) the Bank's continued misuse of some or all of the software/deliverables or any modification thereof despite notice from the Successful Bidder of such misuse in writing.

The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out of the use of any third party software or modules supplied by the Successful Bidder as part of this Agreement.

- AUDIT/ REVIEW/MONITORING/VISITATION

Bank shall undertake a periodic review of service provider outsourced process to identify new outsourcing risks as they arise. The Bidder shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the Bidder outsourced to third party, there must be proper Agreement with concerned third party. The Bank shall have right to intervene with appropriate measure to meet the Bank's legal and regulatory obligations. Access to books and records/Audit and Inspection would include:-

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

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

i. MONITORING

Compliance with Information security best practices may be monitored by periodic Information security audits performed by or on behalf of the Bank and by the RBI. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Service Provider shall afford the Bank's representatives access to the Vendor'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.

ii. 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 Vendor shall cooperate with the authorized representative(s) of the Bank and shall provide all information/ documents\required by the Bank.

- INDEPENDENT CONTRACTOR

The Bidder shall perform its obligations under this Agreement as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services, after taking prior approval in writing from the Bank. Neither this Agreement nor the Bidder's performance of obligations under this Agreement shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party. This Agreement does not intend to create, constitute or evidence any partnership, joint venture, trust or employer/employee relationship amongst the Parties and constitutes an agreement between principals. None of the Parties shall be entitled to make, or allow to be made, any representation that any such relationship exists between the Parties.

The Bidder shall be responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees/agents and shall be accountable for all of them. The Bidder shall be vicariously liable for any acts, deeds or things done by its/their employees, agents, contractors, subcontractors etc. The Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under this Agreement. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the Bidder, for any assignment under the Purchase Order issued under this Agreement. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of Bidder shall be paid by Bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Bidder's employees, agents, contractors, and subcontractors.

The Bidder shall hold the Bank and it's RRBs, their successors, assignees and administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of Bidder, its employees, agents, contractors, sub-contractors etc. However, the Bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage. The Bidder shall solely be responsible for all payments (including any statutory payments) to it's employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

- AMENDMENTS

Other than the rights of the Bank specified in this Agreement, no change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all the Parties.

- COUNTERPARTS

This Agreement may be signed in any number of counterparts, each of which is an original and all of which, taken together, constitutes one and the same instrument.

- GOVERNING LAW AND JURISDICTION

This Agreement 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 Agreement.

- SURVIVAL OF CLAUSES

Any provision or covenant of this RFP or subsequent Agreement, which expressly, or by its nature, imposes obligations beyond the expiration, or termination of this Agreement, shall survive such expiration or termination.

- CHANGE CONTROL PROCESS

Any deviations or changes/amendment in the workflow of Services required by BANK may always be agreed between the parties, which shall be notified in writing BANK to BIDDER as change control process. Any other customization suggested by the Bank in the application or due to Regulatory requirement will be provided by Bidder without any additional charges to the Bank inter-alia provide any or all statutory/Regulatory report to the Bank free of Cost.

- ACCEPTANCE OF TERMS & CONDITIONS

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

- NO LIABILITY OF THE BANK TOWARDS EMPLOYEES/ AGENTS OF SUCCESSFUL BIDDER

Notwithstanding anything contained hereinbefore and hereinafter, Bank shall not be liable in any manner for making any payment to any employee or agent of the successful Bidder (i) for the services rendered in and for Bank or for Bank by such employee or agent, as the case may be, towards performance of the contract to be entered into between Bank and the successful Bidder, on express or implied instructions of the successful Bidder , and (ii) for any claim accrued or claimed to have accrued in favor of such employee or agent arising due to such services and /or due to any consequences of such services as aforesaid, under any law.

2. ELIGIBILITY CRITERIA

Eligibility criterion for the Bidders to qualify this stage is clearly mentioned in Annexure – Eligibility Criteria Compliance to this document. The Bidders who meet ALL these criteria would only qualify for the second stage of evaluation. The Bidder would also need to provide supporting documents for eligibility proof. All the credentials of the Bidder necessarily need to be relevant to the Indian market. The decision of the Bank shall be final and binding on all the Bidders to this document. The Bank may accept or reject an offer without assigning any reason whatsoever.

- ELIGIBILITY CRITERIA FOR BIDDER

The Bidder shall submit the proof to comply with the eligibility criteria as given below:-

Only those Bidders who fulfill the Pre-qualification criteria for Bidder and Original Equipment

Manufacturer (OEM), as mentioned in Annexure are eligible to submit response to this RFP.

Note:-

- Those who fulfill all the eligibility criteria as mentioned above are only eligible to take part in this bid exercise.
- In the above matrix, “BFSI” refers to Banking, Financial services and Insurance organizations in India.
- The Bidder shall not assign or sub-contract the assignment or any part thereof to any other person/firm without the consent of the Bank. In any case, the Bidder will be primarily responsible for all the activities under the scope.
- Bank reserves the right to change or relax the eligibility criteria to ensure inclusivity
- Bank reserves the right to verify / evaluate the claims made by the Bidder independently. Any misrepresentation will entail rejection of the offer.
- The Bidder can be part of only one bid.
- In case an OEM submits a bid as a Bidder, then the OEM cannot participate through other Bidder’s bids.
- In-case of corporate restructuring the earlier entity’s incorporation certificate, financial statements, Credentials, etc. may be considered.
- In case of business transfer where bidder has acquired a Business from an entity (“Seller”), work experience credentials of the Seller in relation to the acquired Business may be considered.
- Bidders need to ensure compliance to all the eligibility criteria points.
- Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
- While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): ‘Commission has decided that in all cases of procurement, the following guidelines may be followed:

    - ✓ In a RFP, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to ‘the final solution that bidders will deliver to the customer.
    - ✓ If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same RFP for the same item/product.’

3. BID EVALUATION METHODOLOGY

The evaluation will be a conducted in the following stages:

1. Technical Bid Evaluation
2. Commercial Bid evaluation

The objective of evolving this evaluation methodology is to facilitate the selection of the most optimal solution that appropriately meets the business requirements of the Bank.

The bidders would be screened based on General Eligibility Criteria. Post qualification of a Bidder on these criteria, bid would be evaluated on technical soundness. All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank. The evaluation shall be based on quality of the solution & services offered and cost of the offered solution and services. Bidder's qualifying the technical bid evaluation will be considered for commercial evaluation.

The decision of the Bank would be final and binding on all the Bidders to this document. The Bank may accept or reject an offer without assigning any reason whatsoever.

4. NORMALIZATION OF BIDS

The Bank will go through a process of technical and commercial evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids need to be normalized and that such normalization has a bearing on the commercial bid; the Bank may at its discretion ask all the technically shortlisted Bidders to resubmit the updated technical and commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission till the Bank is reasonably satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the technically short-listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process. Any non-compliance to the normalization process may result in disqualification of the concerned Bidder.

Bank may call for any clarifications/ additional particulars required, if any, on the technical/ commercial bids submitted. The Bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The Bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. Bank reserves the right to call for presentation(s), product walkthroughs, on the features of the solution offered etc., from the bidders based on the technical bids submitted by them. Central Bank of India also reserves the right to conduct reference site visits at the Bidder's client sites. Based upon the final technical scoring, short listing would be made of the eligible bidders for final commercial bidding.

5. PAYMENT TERMS

The payment will be released on completion of the job as per commercial Bid line items. Bank will release the payment within 6 – 8 weeks of receiving the undisputed invoice, after deduction of applicable taxes at source of the agreed price to the selected Bidder. No advance payments will be made.

All payments will be made on successful completion of the job to the satisfaction of the Bank and achievement of the objective as defined in the scope of work.

Pay-out (% Cost)	**Milestone**
60	Supply / Delivery of Solution (Hardware + Software at both DC and DRC)

30	Successful installation, Configuration and acceptance
10	Successful running of the Solution for 3 months and submission of Bank Guarantee of equivalent amount

6. OBLIGATION OF THE BIDDER

In the course of rendering the services mentioned in this RFP, Bidder shall be responsible for the following:

- Bidder shall assign personnel of appropriate qualifications and experience to perform the services in order to fulfill its obligations.
- Bidder shall designate one of its personnel as the Project Manager, to interact with the Designated Customer Support Contact from the Bank for the purposes of getting approvals, progress report, discussing and resolving issues, arranging meetings, etc.
- Bidder shall exercise requisite control and supervision over its personnel in the course of rendering the services and make best efforts to ensure that the services are rendered in a continuous and uninterrupted manner.
- Bidder will have the right to withdraw its personnel, by replacing the persons with others having appropriate experience and skills at its own cost. Bidder shall seek necessary permission from the Bank one (1) month in advance.
- In the event that any person engaged/deputed/deployed for rendering services, is, either; No longer available by reason of resignation or termination or the like; or unable to render satisfactory services; or not acceptable to the Bank by reason of any misconduct or non- performance on the part of such person.
- Bidder will use all reasonable endeavors to replace such individual promptly by another sufficiently skilled, qualified, and experienced with appropriate certifications personnel at its own cost. Bidder will in the discharge of its obligations use all reasonable endeavors to minimize changes in personnel.
- Bidder will respect the confidentiality of all information given to it by the Bank and will not divulge such information to any third party or other units without the consent of the Bank.

7. OBLIGATION OF THE BANK

The Bank shall be responsible for the following:

- The Bank shall designate a Customer Support Contact for each designated location who shall be a single point of contact between the Bank and Bidder for all communication in connection with the provision of delivery services. The Parties also agree that all interaction and communication between the Parties for the purposes of this tender shall take place through the Customer Support Contact designated by the Bank. Bidder shall not be required to incorporate any direct input received from the Named Users, unless expressly ratified by the Customer Support Contact of the Bank in writing.
- The Bank shall ensure that all requests for support services are formally raised in accordance with the procedure prescribed in respect thereof and all such requests conform to the formats agreed upon from time to time.

- The Bank shall give Bidder and its personnel full access (physical access only, no remote connection to be provided) to the Support Location, and the designated hardware & Equipment to enable Bidder to provide the Maintenance & Support Services.

- **FOR PREFERENCE TO MAKE IN INDIA:**

The guidelines issued by Ministry of Commerce and Industry, Govt of India vide order P-45021/2/2017-PP (BE-II) dated 16.09.2020 will be applicable for this RFP.

- **ORDER (PUBLIC PROCUREMENT NO. 1, 2 AND 3) – RESTRICTIONS UNDER RULE144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017**

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in Appendix I of this Annexure - 15
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of 23rd July 2020; and (ii) cases falling under Appendix II of this Annexure -15.

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

e) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority.

f) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such persons, participating in a procurement process.

g) "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
   a. An entity incorporated, established, or registered in such a country; or
   b. A subsidiary of an entity incorporated, established or registered in such a country; or
   c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
   d. An entity whose beneficial owner is situated in such a country; or
   e. An Indian (or other) agent of such an entity; or
   f. A natural person who is a citizen of such a country; or
   g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

h) The beneficial owner for the purpose of (iii) above will be as under.

- In case of a company or limited liability partnership, the beneficial owner is the natural person(s). who, whether acting alone or together, or though one or more judicial person, has a controlling ownership interest or who exercises control through other means.

    - **Explanation –**
  - "Controlling ownership interests" means ownership of or entitlement to more than twenty five per-cent of shares or capital or profits of the company.
  - "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.

- In case of partnership firm, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of entitlement to more than fifteen per-cent of capital or profits of the partnership.
- In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of or entitlement to more than fifteen per-cent of the property or capital or profits of such association or body of individuals.
- Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person(s), who hold the position of senior managing official.
- In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per-cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

8. ANNEXURE 1 – CONFORMITY LETTER

(On Bidder company's Letterhead)

To

The Asst. General Manager - IT
Central Bank of India,

1st Floor, DIT,
Plot No. 26, Sector – 11,
CBD Belapur,
Navi Mumbai (MH) - 400614.

Sir,

Ref: RFP No. ____ dated _______________ for "RFP for Supply, Implementation, Commissioning and Maintenance of Data Leakage Prevention Solution"

I have carefully gone through the Terms & Conditions as well as the Scope of Work contained in the above referred RFP document. I declare that all the provisions of this RFP are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration for making this bid.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

9. ANNEXURE 2 – ELIGIBILITY CRITERIA

Bidders who wish to bid should conform to the following criteria.

Sr. No.	Eligibility Criteria	Supporting Documents
	Bidder’s Financial & Other Information	
1	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company, registered under Indian Laws.	Partnership firm-Certified copy of Partnership Deed. Limited Company-Certified copy of Certificate of Incorporation and Certificate of Commencement of Business. For other eligible entities- Applicable documents.
2	The bidder must have an average annual turnover of ₹ 10,00,00,000/- or above (Rupees Ten Crores) per annum (from Indian operations only) for last 3 completed financial years (i.e. 2017-18, 2018-19 and 2019-20).	Copy of Audited Financial Statements (P&L and Balance Sheet) for the FY 2017-18, 2018-19 and 2019-20.
3	The bidder must be a profit making entity (after tax) in each of the last three financial years viz. 2017-18, 2018-19 and 2019-20. OR Net worth of the company should be in positive for each of the last 3 financial years i.e. 2017-18, 2018-19 and 2019-20.	Copy of Audited Financial Statements (P&L and Balance Sheet) for the FY 2017-18, 2018-19 and 2019-20.
4	The Bidder and OEM must not be black-listed by any Public Sector Bank, RBI or IBA or any other Government agencies during the past 5 years.	Self-Declaration/ Undertaking to this effect to be submitted by the bidder.
5	The bidder must be operational in India for minimum of five (5) years as on the date of RFP.	Self-Declaration/ Undertaking to this effect to be submitted by the bidder
6	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in	Self-Declaration/ Undertaking to this effect to be submitted by the bidder

Sr. No.	Eligibility Criteria	Supporting Documents
	the bid process.	
	Credentials and Experience	
7	The Bidder must warrant that key project personnel to be deployed in this project have been sufficiently involved in a similar project in the past.	Self-Declaration/ Undertaking to this effect to be submitted by the bidder AND Bio-data or CV of the personnel indicating their qualifications, professional experience and projects handled. Letters of reference from clients where the personnel were deployed may also be submitted.
8	Bidder is required to submit the OEM Associations and support agreement for this project on OEM letterhead.	Requisite letter to be submitted by the bidder
9	The proposed solution should have deployed in minimum one financial institution (Public/Private) in India during last 5 years	Required to submit the individual experience letter with word “Satisfactory” Non submission will not be considered

All dates if not specified to be applicable from the date of the RFP.

Authorized Signatory
Name:
Designation:
Bidder’s Corporate Name
Address
Email and Phone Number

- Those who fulfill all the eligibility criteria as mentioned above are only eligible to take part in this bid exercise.
- Annexure- (Technical Bid format) to be submitted by Bidders should contain detailed responses to each of the above eligibility criteria along with documentary proofs as specified above.
- Bidder/Bidders who have been appointed by the Bank for any other project and whose contract has been terminated before completion of the project are not eligible to bid in the proposed project.
- Proposals of those Bidders, who do not fulfill the Eligibility Criteria as stated above fully, will be rejected.

12. ANNEXURE 3 – UNDERTAKING LETTER

Proforma of letter to be given by all the bidders participating in the **supply, Implementation, Commissioning and Maintenance of Data Leakage Prevention Solution** RFP on their official letterhead

To

Date:

The Asst. General Manager –IT,
Central Bank of India, Central Office,
Plot -26, Sector 11,
CBD Belapur,
Navi Mumbai – 400614

Sir,

Sub: Request for Proposal (RFP) for Supply, Implementation, Commissioning and Maintenance of Data Leakage Prevention Solution

We, __________________________________(bidder corporate name), hereby undertake that-

- We have not been blacklisted by the Government Authority or any Public Sector Undertaking (PSUs) in India or any Financial Institution in India as on date of submission of response.
- We have not filed for bankruptcy in any country including India
- We also undertake that, as on date of submission of response no legal case is pending against firm that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.
- We also confirm that we are not a NPA holder in any Bank/Financial Institution.
- We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020, regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.

Yours faithfully,

Authorized Signatory
Designation
Bidder corporate name
Address
Email and Phone Number

13. ANNEXURE 4 – BIDDER'S SELECTION/EVALUATION PROCESS

Evaluation of Technical Bid

First, Technical bid documents will be evaluated for fulfillment of eligibility criteria. Technical bids of only those Bidders who fulfill the eligibility criteria fully as per Annexure – Eligibility Criteria will be taken up for further evaluation/selection process rejecting the remaining bids.

The evaluation/selection process will be done where bidder has to comply with minimum technical specifications.

The evaluation of technical proposals, among other things, will be based on the following:

- Prior experience of the Bidder in undertaking projects of similar nature.
- Professional qualifications and experience of the key staff proposed/ identified for this assignment.
- Methodology/Approach proposed for accomplishing the proposed project, Activities / tasks, project planning, resource planning, effort estimate etc.

Various stages of technical evaluation are presented below:

- Eligibility evaluation as per the criteria prescribed in Annexure – Eligibility Criteria.
- Evaluation of technical proposals of Bidders qualified in eligibility evaluation
- Arriving at the final score on technical proposal.

At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

Bank may, at its sole discretion, decide to seek more information from the Respondents in order to normalize the bids. However, Respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

Annexure - Technical Bid format to be submitted by Bidders should contain detailed responses to each of the above evaluation criteria along with documentary proofs as specified there against.

NOTE 1: Experience of last -5- years only will be counted in the Eligibility and Technical Evaluation of the Bids.

NOTE 2: For technical evaluation, initial certification and subsequent recertification if any carried out for the same client will be treated as only one certification.

NOTE 3: For manpower consideration, the Employee should be on the payroll of the Bidding Company. For this proof in the form of employment letter duly accepted by the employee or suitable declaration jointly signed by the Employer and Employee stating date of joining on the Bidding Company's letterhead should be submitted.

Annexure- Technical Bid format to be submitted by Bidders should contain detailed responses to each of the above evaluation criteria along with documentary proofs as specified there against.

Commercial Bid Evaluation Criteria

It may be noted that commercial bids will be subjected to following evaluation process. Based on the technical evaluation criteria

Commercial Bid with “Least Price / Least Quote”:

a. The indicative commercial bids of Bidders who are shortlisted will be opened and recorded for commercial evaluation. The Bidder with the least quote during reverse auction will be declared as the successful Bidder of the commercial evaluation process.

14. ANNEXURE 5 – TECHNICAL BID FORMAT

Particulars to be provided by the Bidder in the technical proposal

Sl No	Particulars	Bidder to furnished details	Reference Page no of relevant document in RFP response
1	Name of the Bidder		
2	Date of establishment and constitution. Certified copy of "Partnership Deed" or "Certificate of Incorporation/commencement of business" should be submitted. For entities other than partnership firm and limited company, other relevant documents to be submitted.		
3	Location of Registered Office /Corporate Office with addresses.		
4	Mailing address of the Bidder		
5	Names and designations of the persons authorized to make commitments to the Bank		
6	Telephone and fax numbers of contact persons		
7	E-mail addresses of contact persons		
8	Details of: Description of business and business background Service Profile & client profile Domestic & International presence.		
9	Gross annual turnover of the Bidder (not of the group) Year 2017-18 Audited Year 2018-19 Audited Year 2019-20 Audited (Copy of audited financial statements for above years to be submitted)		
10	Net profit of the Bidder (not of the group) Year 2017-18 Audited Year 2018-19 Audited Year 2019-20 Audited (Copy of audited financial statements for above years to be submitted) Net worth of the Bidder (not of the group) Year 2017-18 Audited Year 2018-19 Audited Year 2019-20 Audited		
11	Details of the similar assignments on hand as on date (Name of the Bank, time projected for execution of the assignment and documentary proofs such as work order are to be furnished)		
12	Name of the Engagement Manager & Overall person responsible (team leader) identified for this assignment and their professional qualifications and experience/expertise Details of similar assignments handled by the said team leader. Documentary proofs for all		

	the assertions are to be enclosed.		
13	Names of the other team members identified for this assignment and their professional qualifications and experience/expertise. (Should possess qualifications as mentioned in the RFP) Documentary proofs for all the assertions in the form of Certificates, CVs, employment letter to be enclosed.		
14	Estimated work plan and time schedules for providing services for this assignment.		
15	Effort estimate and elapsed time are to be furnished.		
16	Details of inputs, infrastructure requirements required by the Bidder to execute this assignment.		
17	Details of the Bidder's proposed methodology/approach with reference to the scope of work.		
18	Details of deliverables, other than the deliverables with reference to the scope of work.		

The Bidder should provide detailed responses for each of the above items along with documentary proofs as prescribed there against and also as specified in Annexure - Eligibility Criteria and Annexure - Bidder's Selection/Evaluation Process

Declaration:

1. We confirm that we will abide by all the terms and conditions contained in the RFP.
2. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of Bidders.
3. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
4. We confirm that this response, for the purpose of shortlisting, is valid for a period of six months, from the date of expiry of the last date for submission of response to RFP.
5. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Place:

Date: Seal & Signature of the Bidder

15. ANNEXURE 6 – ELIGIBILITY CRITERIA COMPLIANCE

(On company's letterhead)

To,
The Asst. General Manager - IT
Central Bank of India,
1st Floor, DIT,
Plot No. 26, Sector – 11,
CBD Belapur,
Navi Mumbai - 400614.

Dear Sir,

Ref: - RFP for supply, Implementation, Commissioning and Maintenance of Data Leakage Prevention Solution.

1. Having examined the Request for Proposal (RPF) including all annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide Security solution – Data Leakage Prevention in conformity with the terms and conditions of the said RFP and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this bid.
2. If our Bid is accepted, we undertake to complete the project within the scheduled timelines.
3. We confirm that this offer is valid for six months from the date of expiry of the last date for submission of response to RFP.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive.
7. We have not been barred/black-listed by any regulatory / statutory authority in India and we have required approval, if any, to be appointed as a service provider.
8. We shall observe confidentiality of all the information passed on to us in course of the tendering process and shall not use the information for any other purpose than the current tender.
9. We confirm that we have obtained all necessary statutory and obligatory permission to carry out the assignment, if any.

Signed Dated Seal & Signature of the Bidder

Phone No.:
Fax:
E-mail:

16. ANNEXURE 7 - EXPERIENCE DETAILS

DETAILS OF BANKS / FINANCIAL INSTITUTIONS EXPERIENCE IN INDIA

Sl. No.	Name of the Client	Client segment Large Bank in India/or Bank/ or Others	Date of PO	Date of completion of assignment	Solution implemented	Name of the lead	Contact person details of the client	Page Ref. No.

Place:

Date: Seal and Signature of Bidder:

17. Annexure 8 –Indicative Commercial Bid Format

Commercial Bid Format **(in INR)**

Sr. No	**Item**	Endpoint licenses			AMC/ATS			Grand Total (in ₹)
		Qty (**23000 hosts**)	Unit rate in INR	Amount In INR	Year-4	Year-5	AMC total for 2 years	
1	DLP solution							
2	Operating System - (Pls specify)							
3	Database - Other than Oracle(Pls specify)							
	Hardware requirement cost							
4	Implementation cost							
5	Manpower cost for 1onsite FM resource for 5 year from date of acceptance of Solution.							
6	Others (if any) please specify							
	Grand Total (Total Cost of Ownership)							INR - ₹

Grand Total Amount in Words : ____.

Terms and Conditions :

*Database: Oracle will be provided by bank
*Other than Oracle Database: Bidder has to provide the database
*Bidder has to take up installation , configuration, maintenance of the database
*GST will be paid extra on actuals
*All payments shall be made after completion of the job and meeting the deliverables.

Place:
Date : Seal & Signature of the Bidder

18. ANNEXURE 9 - NDA

NON-DISCLOSURE AGREEMENT

This Agreement made at Mumbai, on this _________ day of ____________________________________2021, 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 "CBoI" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART

____________ and CBoI 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.

1. 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.

2. 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.

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.

3. 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.

4. 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.

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

6. 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.

7. 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.

8. Indemnity: The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

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

For and on behalf of ______________________ (Bidder)

____

Name of Authorized signatory:

Designation: Head of Legal

For and on behalf of CENTRAL BANK OF INDIA

____

Name of Authorized signatory:

Designation:

19. ANNEXURE10 - INTEGRITY – PACT

(On Stamp paper)

INTEGRITY PACT

Between

Central Bank of India hereinafter referred to as "**The Principal**",
And
....hereinafter referred to as "**The Bidder/ Contractor**"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for..The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).
In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

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

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

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

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

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

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

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

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

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

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

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

Section 4 –Compensation for Damages

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

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

Section 5 –Previous transgression

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

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

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

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

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

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

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

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

Section 8 –Independent External Monitor / Monitors

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

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

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

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

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

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

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

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

Section 9 –Pact Duration

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

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

Section 10 –Other provisions

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

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

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

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

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

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

(Office Seal) (Office Seal)

Place______________ Place______________

Date_______________ Date_______________

Witness1: Witness2:

Name & Address Name & Address

_________________ _________________

_________________ _________________

_________________ _________________

Witness 2: Witness 2:

Name & Address Name & Address

_________________ _________________

_________________ _________________

_________________ _________________

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Guidelines on Banning of Business Dealing

Sr.No CONTENTS PAGE(S)

11 Introduction

1.1 Central Bank of India, being a Public Sector Enterprise and 'State', within the meaning of Article12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. CENTRAL BANK OF INDIA has also to safeguard its commercial interests. CENTRAL BANK OF INDIA deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of

CENTRAL BANK OF INDIA to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on CENTRAL BANK OF INDIA to observe principles of natural justice before banning the business dealings with any Agency.

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

12 Scope

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

2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers/ buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
2.3 However, absence of such a clause does not in any way restrict the right of Bank (CENTRAL BANKOF INDIA) to take action / decision under these guidelines in appropriate cases.

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

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

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

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

13 **Definitions**

In these Guidelines, unless the context otherwise requires:
i) 'Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer' shall mean and include a public limited Bank or a private limited Bank, a firm whether registered or not, an individual, a cooperative society or an

association or a group of persons engaged in any commerce, trade, industry, etc. ‘Party / Contractor / Supplier / Purchaser / Customer/ Bidder / Tenderer’ in the context of these guidelines is indicated as ‘Agency’.

ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
a) If one is a subsidiary of the other.
b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
c) If management is common;
d) If one owns or controls the other in any manner;

iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
a) For Bank (entire CENTRAL BANK OF INDIA) wide Banning Executive Director (GAD) shall be the „Competent Authority‟ for the purpose of these guidelines. Managing Director & Chief Executive Officer, CENTRAL BANK OF INDIA shall be the „Appellate Authority‟ in respect of such cases except banning of business dealings with Foreign Suppliers of imported coal/coke.
b) For banning of business dealings with Foreign Suppliers of imported goods, CENTRAL BANK OF INDIA Executive Directors‟ Committee (EDC) shall be the „Competent Authority‟. The Appeal against the Order passed by EDC, shall lie with Managing Director & Chief Executive Officer, as First Appellate Authority.
c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach CENTRAL BANK OF INDIA Board as Second Appellate Authority.
d) For Zonal Offices only Any officer not below the rank of Deputy General Manager appointed or nominated by the Head of Zonal Office shall be the 'Competent Authority' for the purpose of these guidelines. The Head of the concerned Zonal Office shall be the 'Appellate Authority' in all such cases.
e) For Corporate Office only

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

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

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

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

4. Initiation of Banning / Suspension

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

5. Suspension of Business Dealings

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.13 Continued poor performance of the Agency in several contracts;

6.14 If the Agency misuses the premises or facilities of the Bank (CENTRAL BANK OF INDIA), forcefully occupies, tampers or damages the Bank's properties including land, water resources, forests / trees, etc. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7 Banning of Business Dealings

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

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

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

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

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

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

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

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

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

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

16. The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, GAD.
17. If EDC opines that it is a fit case for initiating banning action, it will direct ED (GAD) to issue show-cause notice to the agency for replying within a reasonable period
18. On receipt of the reply or on the expiry of the stipulated period, the case shall be submitted by ED (GAD) to EDC for consideration & decision
19. The decision of the EDC shall be communicated to the agency by ED (GAD).

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

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

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

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

9 Show-cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency.

Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.
9.2 If the Agency requests for inspection of any relevant document in possession of CENTRAL BANK OF INDIA, necessary facility for inspection of documents may be provided.
9.3 The Competent Authority may consider and pass an appropriate speaking order: a) For exonerating the Agency if the charges are not established; b) For removing the Agency from the list of approved Suppliers / Contactors, etc. c) For banning the business dealing with the Agency.
9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10 Appeal against the Decision of the Competent Authority

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11 Review of the Decision by the Competent Authority

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

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

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

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

OF INDIA may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

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

20. ANNEXURE11 - GUIDELINES, TERMS & CONDITIONS AND PROCESS FLOW FOR REVERSE AUCTION

Business Rules for Reverse Auction

1. Any Bidder, whose technical bid has not been found acceptable, will be entitled to take back the unopened envelope containing indicative price. For the purpose of arriving at Start Bid price the Bank will take into cognizance the indicative rates offered by the Technically Qualified Bidders in which process the Bidder will not be involved. There would however be no compulsion on the part of the Bank to accept the indicative prices as Bench Mark for determining the Start Bid price and the Bank may at its discretion use any other process / methodology to determine the Start Bid Price without having to disclose the basis to the Bidders.

2. A reverse auction event will be carried out by an agency appointed by the Bank, among the Technically Qualified Bidders, for providing opportunities to the Bidders to bid dynamically. At the end of reverse auction process, the lowest bidder (L1) in reverse auction process will be identified.

3. In case the lowest bidder fails to honour their commitment given during reverse auction event, action as deemed fit shall be taken.

Reverse Auction Event Information

The short listed Bidders after the technical evaluation stage will participate in the reverse auction conducted by an agency appointed by the Bank.

Date for Reverse Auction training: Will be informed after Technical Evaluation of bids.

Date and time of reverse auction: Will be informed after Technical Evaluation of bids.

Terms & Conditions of Reverse Auction

1. TRAINING: An agency appointed by the Bank will conduct adequate training to the technically qualified Bidders on the bidding process. The Bidder has to participate in the training at their own cost.

2. LOG IN NAME & PASSWORD: Each technically qualified Bidder will be assigned a Unique User Name & Password by the agency appointed by the Bank. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the agency appointed by the Bank. All bids made from the Login ID given to the Bidder will be deemed to have been made by the Bidder.

3. BIDS PLACED BY BIDDER: The bid of the Bidder will be taken to be an offer to sell. Bids once made by the Bidder cannot be cancelled. The Bidder is bound to sell the material as mentioned above at the price that they bid.

4. LOWEST BID OF BIDDER: In case the Bidder submits more than one bid, the lowest bid will be considered as the Bidder's final offer to sell.

5. AUCTION TYPE: The Bidders will not be able to view the rank of different Bidders. The Bidder will be able to view the current lowest price on the portal.

6. VISIBLITY TO BIDDER: The Bidder shall be able to view the following on his screen along with the necessary fields:
    - Leading Bid in the Auction
    - Bid placed by You
    - Auction Opening price and bid decrement value
    - Your rank in the auction

7. MASKED NAMES: The original names of the Bidders shall be masked in the Reverse Auction and they shall be given dummy names. After the completion of the Reverse Auction event, the agency appointed by the Bank shall submit the Report to Central Bank of India with the original names displayed.

8. GENERAL TERMS & CONDITIONS: Bidders are required to read the "Terms and Conditions" section of the auctions site (of the agency concerned, using the Login IDs and passwords given to them.

9. OTHER TERMS & CONDITIONS:
    - The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other Bidders
    - The Bidder shall not divulge either his Bids or any other exclusive details of Central Bank of India to any other party.
    - Central Bank of India decision on award of Contract shall be final and binding on all the Bidders.
    - Central Bank of India can decide to extend, reschedule or cancel any Auction. Any changes made by Central Bank of India after the first posting will have to be accepted if the Bidder continues to access the site after that time.
    - Central Bank of India and the agency shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
    - Central Bank of India and the agency are not responsible for any damages, including damages that result from, but are not limited to negligence. The agency will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
    - All the Bidders are required to submit the Reverse auction process compliance Form after the training program duly signed to Central Bank of India. After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the Technically Qualified Bidders.

Auction Format	**ENGLISH REVERSE NO TIES AUCTION** There is only 1 Bidder at a particular position / rank, which means 1 L1, 1 L2 & so on. The criteria followed here is of Price only. So, the Bidder who quotes the lowest Price is declared as the winner of the Auction. A Bidder here can revise his bids. The revised price should be lower than the L-1 price at that point of time.
Bidding Process and Timeline	You should complete the following steps: Participate in the training Program for bidding by the agency appointed by the Bank on the dates mentioned in this document. You should be prepared with competitive price quotes on the day of the bidding event. Participate in the online bidding event.
Start bid price	Start bid price is the upper/ ceiling price of the contract value fixed by Central Bank of India for the reverse auction event. Bidders can bid only lower than the start bid price. Start bid price shall be available to the Bidders during the start of the auction on the auction site.
Bid Decrement	Bid Decrement is the fixed amount by which, or by multiples of which, the next bid value can be decreased. Bid Decrement shall be available to the Bidders during the start of the auction on the auction site.
Bid Price in reverse auction	Kindly mention the bid price basis i.e. the price quoted in the reverse Auction shall be lump sum exclusive of all taxes.
Auto Bids	Auto Bid function shall be disabled during the e- procurement auction
Auction Duration	The auction will be of half an hour duration. In case there is a bid by any Bidder within 5 minutes of closing of the auction, the auction will be extended by another 5 minutes. Such extension will be allowed to continue till no quote is placed within 5 minutes of the last quote. Auto-bid feature will be disabled from the start time of bidding. This feature will be explained during training.
Price Bid evaluation and award of purchase order	❑ At the end of reverse auction process, L1 of Reverse Auction will be identified. ❑ Central Bank of India reserves the right to reject any or all the bids without assigning any reason whatsoever.

The above terms and conditions are acceptable to us.

Seal of the Bidder

Signature of the Bidder

Date :
Place :

21. APPENDIX I - COMPETENT AUTHORITY AND PROCEDURE

FOR REGISTRATION

A. The Competent Authority for the purpose of registration under this order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

B. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.

C. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.

D. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.

E. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.

F. in transitional cases falling under para 3 of this clause, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.

Appendix II - SPECIAL CASES

A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this order.

B. Bona fide procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this clause.

C. Bona fide small procurements, made without knowing the country of the bidder, shall not be invalidated by this order.

D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.

E. This order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

************End of Document************