CENTRAL BANK OF INDIA

Tender for Supply implementation, Integration and Maintenance
Of comprehensive Software solution for
Centralized KYC Registry (CKYCR)
for Individual & Legal Entity (L.E) Customers

CENTRAL BANK OF INDIA

Address: KYC/AML Cell, Operations Dept. Central Office,
2nd Floor, Central Bank Building, M.G. Road, Fort, Mumbai-400023

Tender Document for
Supply, Implementation, Integration and Maintenance
Of comprehensive Software solution for
Centralized KYC Registry (CKYCR)
for Individual & Legal Entity (L.E) Customers

Tender Reference: CO: Oper: KYC-AML: 2021-22/ 01 dated 09th July 2021

Tender closing date: 2.00 PM on 30th July 2021.

CENTRAL BANK OF INDIA

[A] Tender Schedule , Address & Important Dates:

Sr. No	Description	Timeline
1	Name of the Project	Supply, Implementation, Integration and Maintenance of comprehensive Software solution for Centralized KYC Registry (CKYCR) for Individual & Legal Entity (L.E) Customers.
2	Tender Reference No.	CO: Oper: KYC-AML: 2021-22/ 01 dated 09th July 2021
3	Date of uploading of the Tender on Bank's website	9th July 2021
4	TENDER Coordinator Name, Contact details (Bank)	1. Mr. T Sreenivasarao, AGM, Mob: 9920297995. 2. Mrs. Valsa Varghese, CM, Mob. 8879755015 Landline: 022-61648791. 3. Email: kycaml2@centralbank.co.in. kycaml13@centralbank.co.in 4. Postal Address: Asst General Manager, Central Bank Of India, KYC/AML Cell, Operations Dept. Central Office, Central Bank Building , 2nd Floor, Fort, Mumbai 400023.
5	Last Date of Written request for Clarifications Before the Pre-bid Meeting	3:00 PM on 19th July 2021
6	Pre–bid Meeting	3.00 PM on 22st July 2021 at Central Bank Of India, , KYC/AML Cell, Operations Dept., Central Office, Central Bank Building, 2nd Floor, Fort, Mumbai 400023.
7	Last Date of Submission of TENDER Response (Closing Date)	2.00 PM on 30th July 2021 at Central Bank Of India, , KYC/AML Cell, Operations Dept., Central Office, Central Bank Building, 2nd Floor, Fort, Mumbai 400023.
8	Eligibility Cum Technical Bid Opening Date	3:00 PM on 30th July 2021 at Central Bank Of India, KYC/AML Cell, Operations Dept., Central Office, Central Bank Building, 2nd Floor, Fort, Mumbai 400023.
9	Commercial Bid	The commercial bids of only those vendors who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible vendors.
10	Application Money/ Bid cost	Rs. 5,000/- (Rupees Five Thousand only)- Non-refundable.
11	Bid Security (Earnest Money Deposit)	Rs. 1,00,000/- (Rupees One Lakh Only) – Refundable.

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, CBI means ‘Central Bank Of India’
2. Recipient, Respondent, Vendor, Bidder, SI (System Integrator) means the respondent to the TENDER document.
3. TENDER means the Request For Proposal (RFP) document.
4. Proposal, Bid means “Response to the TENDER Document”.
5. Tender means TENDER response documents prepared by the vendor and submitted to Central Bank Of India.
6. CKYCR means Centralized KYC Registry Solution.

Confidentiality

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Central Bank Of India expects the vendors or any person acting on behalf of the vendors strictly adhere to the instructions given in the document and maintain confidentiality of information. The vendors will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank In the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

Contents:

1. Introduction

1.1 Introduction and Disclaimer

This Request for Proposal (TENDER) document has been prepared solely for the purpose of enabling Central Bank Of India (“the Bank”) to select a vendor for supply, implementation & maintenance of Centralized KYC Registry Solution (CKYCR) for both Individual & Legal Entity (LE) Customers as per regulatory requirements/ provisions.

The TENDER document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful vendor as identified by the Bank, after completion of the selection process as detailed in this document.

1.2 Information Provided

The TENDER document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this TENDER document. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the TENDER document.

1.3 For Respondent Only

The TENDER document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) i.e. Government Organization / Public Sector Undertakings (PSU) / Limited Company or a partnership firm and no other person or organization.

1.4 Confidentiality

The TENDER document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The TENDER document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to the Bank. The Bank may update or revise the TENDER document or any part of it. The Recipient accepts that any such revised or amended document will be subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the TENDER document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with the Bank or any of its customers or suppliers without the prior written consent of the Bank.

1.5 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this TENDER document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

1.6 Costs Borne by Respondents

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

1.7 No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

1.8 Recipient Obligation to Inform Itself

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the TENDER document and the meaning and impact of that information.

1.9 Evaluation of Offers

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this TENDER document.

The issuance of TENDER document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this TENDER document that it has not relied on any idea, information, statement, representation, or warranty given in this TENDER document.

1.10 Errors and Omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this TENDER document but not later than last date of receiving clarifications as specified in Section 2.6.

1.11 Standards

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

1.12 Acceptance of Terms

A Recipient will, by responding to the Bank's TENDER document, be deemed to have accepted the terms as stated in this TENDER document.

2. TENDER Response terms

2.1 Lodgment of TENDER Response

2.1.1 Application Money

Application Money as mentioned in "**[A] Important Dates – Application Money" of Rs. 5,000/-** by way of Bankers Cheque / Demand Draft / Pay Order favoring **" Central Bank Of India, payable at Mumbai",** which is non-refundable, must be submitted separately along with TENDER response. The Bank may, at its discretion, reject any vendor where application money has not been furnished with TENDER response.

2.1.2 TENDER Closing Date

TENDER Response should be received by the officials as indicated in"**[A] Important Dates – Last Date of Submission of TENDER Response (at 2.00 PM on 30thJuly, 2021)"** as per the details given in this Section.

2.2 Registration of TENDER Response

Registration of TENDER response will be affected by the Bank by making an entry in a separate register kept for the purpose upon the Bank receiving the TENDER response in the above manner. The registration must contain all documents, information, and details required by this TENDER. If the submission to this TENDER does not include all the documents and information required or is incomplete or submission is through Fax mode, the TENDER is liable to be summarily rejected.

All submissions, including any accompanying documents, will become the property of the Bank. The Recipient shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting TENDER process,

2.3 Late TENDER Policy

TENDER responses received after the deadline for lodgment of TENDERs SHALL NOT be entertained under any circumstances for any reason what so ever the case may be. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to TENDER. The Bank has no liability to any Respondent who lodges a late TENDER response for any reason whatsoever it may be.

2.4 TENDER Validity period

TENDER responses must remain valid and open for evaluation according to their terms for a period of at **least 180 days from the TENDER opening date**. The Bank shall have the right at its sole and absolute discretion to continue the assignment/contract on the selected vendor for future requirement for various items/activities as described in the TENDER after expiry of current assignment period.

2.5 Contract period

The Contract with the selected vendor will be valid **for a period of 5 years**. The contract will be deemed completed only when all the items and services contracted by the Bank are provided in good condition, installed, implemented, tested and accepted along with the associated documentation provided to Bank's employees; as per the requirements of the contract executed between the Bank and the Vendor. The Bank will have the right to renegotiate these prices at the end of the contract period.

2.6 Requests for Information

Recipients are required to direct all communications for any clarification related to this TENDER to **TENDER Coordinator**.

All questions relating to the TENDER, technical or otherwise, must be in writing and addressed to the addresses given in point "**[A] Important Dates**" above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. All queries / clarifications requested must be addressed in the format as per Annexure 06 – Comments Format only.

The Respondent must communicate the same in writing on or before last date of receiving request for clarification as per details given in TENDER. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents in the manner specified. However, the Bank will not answer any communication initiated by the Respondents later than date given in "**[A] Important Dates – Last Date of Written Request for Clarifications before the Pre-bid Meeting"**

However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the TENDER closes and all such information and material provided must be taken to form part of that Respondent's response.

Respondents should invariably provide details of their email address (es) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.

The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the TENDER closes to improve or clarify any response.

2.7 Notification

The Bank will notify the Respondents in writing as soon as practicable after the TENDER Evaluation Complete date, about the outcome of the TENDER evaluation process, including whether the Respondent's TENDER response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

2.8 Disqualification

Any form of canvassing/lobbying/influence/query regarding short listing, status etc will be a disqualification.

2.9 Language of Tender

The Tender prepared by the Vendor, as well as all correspondence and documents relating to the Tender exchanged by the Vendor and the Bank and supporting documents and printed literature shall be in English language only.

2.10 Formats of Bids

The vendors should use the formats prescribed by the Bank in the Tender for submitting both technical and commercial bids.

The Bank reserves the right to ascertain information from the banks and other institutions to which the vendors have rendered their services for execution of similar projects.

2.11 Timeframe

The timeframe provided in point "**[A] Important Dates**" above is for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.

2.12 TENDER Response Submission Details

Eligibility Cum Technical and Commercial bids shall be submitted in separate sealed sub-envelopes super scribing:

a) "**ELIGIBILITY CUM TECHNICAL BID FOR CENTRAL BANK OF INDIA – TENDER FOR SUPPLY, IMPLEMENTATION & MAINTENANCE OF CENTRALIZED KYC REGISRY SOLUTION – TENDER REFERENCE NO. …….. SUBMITTED BY ………. ON……….. AT MUMBAI, DUE DATE ……**

VENDOR DETAILS:
NAME ……………, EMAIL ADDRESS …………, CONTACT NUMBER ………" on the top of the sub-envelope containing the eligibility cum technical bid. The envelope should also have the Application Money Demand Draft / Banker's Cheque as per 2.1.1 and the EMD as per 2.13. This sub-envelope should have hard copy and CD of Eligibility and Technical Bid Content. A masked copy of the entire price bid and Bill of Materials after masking the prices should accompany the Technical Bid.

b) "**COMMERCIAL BID FOR CENTRAL BANK OF INDIA – TENDER FOR SUPPLY AND IMPLEMENTATION OF CENTRALIZED KYC REGISTRY SOLUTION-**

SUBMITTED BY ……………. ON ……….. AT MUMBAI, DUE DATE …………" on the top of the sub-envelope containing the Commercial Bid. This sub-envelope should have the hard copy and CD for Commercial Bid.

These two separate **sealed sub-envelopes** should be put together in another **sealed master envelope** super scribing "**BID FOR CENTRAL BANK OF INDIA – TENDER FOR SUPPLY AND IMPLEMENTATION OF CENTRALIZED KYC REGISTRY SOLUTION - TENDER REFERENCE NO. ……….. SUBMITTED BY ……………. ON ……….. AT MUMBAI, DUE DATE …………"**

The TENDER response document should be submitted to the Bank in duplicate in paper copies i.e. two sets of envelope (One containing original and the other having the duplicate set) clearly mentioning ORIGINAL/ DUPLICATE in each envelope set

Eligibility Cum Technical Bid

a) Annexure 01 – Eligibility & Technical Bid - Table of Contents (list of document enclosed)

b) Covering letter certifying eligibility criteria compliance (Eligibility criteria as defined in Annexure 02)

c) Annexure 02 - Duly filled up Eligibility Criteria Compliance. Supporting credential letters or copies of documentation from clients or purchase order copies certifying eligibility criteria compliance.

d) Annexure 03- Application Money, Bid Security money (Earnest Money deposit) and Bid Security Letter as per Annexure 03. The TENDER response without accompanying the Demand Draft / Banker's Cheque / Bank Guarantee towards Application Money / Bid Security are liable to be rejected

e) Annexure 04 - Bid Security Form (if Earnest Money deposit in the form of a bank guarantee)

f) Annexure 05 - Undertaking

g) Annexure 07 - Conformity with Hardcopy letter

h) Annexure 08 - Conformity Letter

Executive Technical Summary:

The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. The Executive Summary should initially provide

I. An overview of Vendor's organization and position with regards to providing Centralized KYC Registry Solution

II. A summary of the Vendor's services related to the proposal that will be provided as a part of this procurement

III. Brief description of the unique qualifications of the Vendor

IV. A summary on capabilities such as resources and past experience of providing such solution

V. Response to the technical requirements in Annexure-11 explaining the technical specifications wherever required.

Information provided in the Executive Summary is to be presented in a clear and concise manner.

i) <u>**Technical Proposal:** Annexure-11</u>

The proposal based on Technical requirement as per Annexure 11 should be submitted with pages properly numbered, each page signed and stamped. The Technical Proposal should be bound in such a way that the sections of the Proposal cannot be removed and separated easily.

Copy of the Tender document along with the addendum duly putting the seal and signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions.

j) Annexure 09 – Letter of Undertaking from OSD / OEM.

k) Annexure 10 – Undertaking on Information Security.

l) Annexure 16 - Masked Commercial Bid Format (Masked Commercial Bid is a copy of the price bid **without any prices**. Please note that the masked price bid should be **exact reflection of the commercial bid** which would be submitted by the Vendor as part of the commercial offer except that the masked price bid **should not contain any financial information**.

m) One Compact Disk (CD) containing the soft copy of the Annexures and the scanned copies of submitted credential letters / Purchase orders / supporting documents.

Commercial Bid

n) Covering letter on submission of Commercial bid
o) Annexure 15 - Commercial Bid
p) Annexure 07 - Conformity with Hardcopy letter
q) One Compact Disk (CD) containing the soft copy of Commercial Bid should be provided.

IMPORTANT POINTS TO BE NOTED

a) The sealed bid envelopes with sub-envelopes should be delivered to the TENDER Coordinator at the postal address mentioned in point "**[A] Important Dates – TENDER Coordinator Name, Contact Details (Bank)**". The Bank has established a TENDER coordinator to provide a venue for managing vendor relationship and other requirements through the Bank's decision making body for clarification. All the queries and communication must be addressed to the TENDER coordinator / contact personnel from the Bank.

b) The TENDER response documents should be submitted to the Bank in duplicate in paper copies i.e. two sets of envelope (One containing original and the other having the duplicate set). All envelopes should be securely sealed and stamped. Any discrepancy between the original & duplicate, the original document will prevail.

c) If any envelope is found to contain technical and commercial bid in a single sub-envelope or commercials are provided along with the technical bid, then that offer will be rejected outright.

d) The proposal should be prepared in English in MS Word / Excel / Powerpoint format.

e) All letters must be addressed to the following:
General Manager (Operations),
Central Bank Of India, KYC/AML Cell, Operations Dept.
Central Office, Central Bank Building , 2nd Floor, Fort, Mumbai 400023.

f) Only one submission of response to TENDER by each Respondent will be permitted.

g) All responses would be deemed to be irrevocable offers / proposals from the Respondent and may if accepted by the Bank form part of the final contract between the Bank and selected Respondent.

h) The response should be organized and all the pages of the proposal including annexure and documentary proofs should be numbered and be signed by the authorized signatory.

i) Unsigned responses would be treated as incomplete and are liable to be rejected.

2.13 Earnest Money Deposit

The vendors will have to submit the Earnest Money Deposit (EMD – Bid Security) while submitting their bid at the rate stipulated by the bank in point "**[A] Important Dates – Bid Security (Earnest Money Deposit)**". The earnest money deposit is required to protect the Bank against the risk of Vendor's conduct.

The Earnest Money Deposit shall be denominated in the Indian Rupees only and shall be in the form of a Demand Draft favoring "Central Bank Of India" payable at BKC, Mumbai or a bank guarantee of an equal amount issued by a Commercial Bank located in India (other than Central Bank Of India), which is valid for including 45 days after the period of the bid validity, in the form provided in the TENDER (Annexure 04 - Bid Security Form). Any bid not secured in accordance with the above will be rejected by Central Bank Of India as non-responsive.

The earnest money deposit of a vendor may be forfeited or the bank guarantee in lieu of EMD may be invoked by the Bank if the vendor withdraws its bid during the bid validity period.

Unsuccessful Vendor's - Earnest money deposit or bank guarantee will be returned by the Bank within two weeks from closure of the TENDER. No interest shall be paid on earnest money deposit to unsuccessful Vendors.

Successful Vendor **–** Earnest money deposit or bank guarantee will be discharged upon the vendor furnishing the performance guarantee. The EMD of the successful vendor may be forfeited or the bank guarantee in lieu of EMD may be invoked by the Bank if the vendor fails to furnish performance guarantee within 30 days from the date of Bank placing the order for any reason whatsoever and / or the vendor refuses to accept and sign the contract within 1 month of issue of contract order / letter of intent for any reason whatsoever.

MSEs (Micro and Small Enterprise (MSE) are exempted from paying the application money and Earnest Money deposit amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSEs Government of India provisions shall be considered while evaluating the Tender.

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

2.14 Commercial Bid

The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted. The offer must be made in Indian Rupees only and the offer should include all applicable taxes and other charges, if any. The suggested format for submission of Commercial offer is mentioned in Annexure 15. The Bank is not responsible for the arithmetical accuracy of the bid. The vendors will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Vendor. The Bank at a later date will not accept any plea of the vendor or changes in the commercial offer for any such assumptions.

3. Project Details

3.1 Introduction and Project Overview

Central Bank Of India is one of the largest public sector bank (PSU) in India with a branch network of over 4608 branches in India and 198 Administrative Offices/ Back Offices..

Central Bank Of India is floating the TENDER to select a vendor for supply and implementation of Comprehensive Centralized KYC Registry (CKYCR) Solution.

3.2 Purpose

Central Bank Of India, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at Chandermukhi, Nariman Point, Mumbai 400021 (hereinafter referred to as the “Bank”) which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this bid document, hereinafter called TENDER, to eligible Vendors, hereafter called as ‘Bidders / Vendors’, to participate in the competitive bidding for entering into a Contract with the selected vendor for supply and implementation of comprehensive Centralized KYC Registry Solution.

The Bank, for this purpose, invites proposal from Vendors who are interested in participating in this TENDER who fulfill the eligibility criteria mentioned under Annexure 02 and are also in a position to comply with the technical requirement for supply and implementation of Centralized KYC Registry Solution mentioned in Annexure 11. The participating vendor must agree all our terms & conditions mentioned under this TENDER.

3.3 Project Scope

Bank intends to implement & maintain Centralized KYC Registry Solution as per banks requirement. Bank will award the contract to the successful vendor and the vendor should deliver the service with the following basic scope (Detailed scope is mentioned in Annexure 11).

Bank proposes to procure application software to capture the KYC details of new / legacy account of individual and legal entities as per the template of CKYCR and check with the database of CKYCR and upload/ download/ update to CERSAI (CKYCR) portal in case the record does not exist already or KYC details are to be updated. CKYCR is a centralized repository of KYC records of customers in the financial sector with uniform

KYC norms and inter- usability of the KYC records across the sector with an objective to reduce the burden of producing KYC documents and getting those verified every time when the customer creates a new relationship with a financial entity.

The Bank, for this purpose, invites proposal from Bidder. Bidder who is interested in participating in this TENDER must fulfill the eligibility criteria mentioned under Annexure 2 and also in a position to comply with the technical specification of CKYCR mentioned in the document and provide the required solution. Apart from the above the bidder must also agree to all our terms & conditions mentioned under this TENDER.

For full details of scope of work, please refer to **Annexure-11** of this tender document, where details of scope of work along with other terms & conditions forming part of the scope of work are furnished in detail. The bidders are bound to complete scope work mentioned under **Annexure-11.**

3.4 Infrastructure

The Vendor needs to size the infrastructure (hardware, Operating System, Database, Networking equipment and other related software etc.,) for the solution based on the volume and the growth indicated in the Annexure 11 – Technical Requirement (Project Scope) and propose the same as part of their technical bid submission. Bank may use existing IT infrastructure or procure separately the required infrastructure based on the sizing proposed by the vendor.

However the complete implementation, maintenance and support of the Centralized KYC Registry Solution shall be part of the scope of the vendor.

As part of the technical proposal the vendor needs to provide complete Centralized KYC Registry Solution details. The vendor must design the solution with high availability & secure Infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices.

The Application & Database should be sized for Active- Active cluster at DC & Active-Active cluster at DRC so that the solution and infrastructure can fall back on each other. DC - DR replication should be available as part of the solution so that in case of switch over the complete solution should seamlessly work.

Vendor needs to accordingly provide as part of the technical solution the complete IT infrastructure details like Server, Operating System, Database, Storage Capacity, networking and other related requirements. The details should include.

1) List of Operating Systems (OS) and Databases (DB) on which the solution is compatible along with licensing details of the OS and DB for the complete solution (Including installations and replication at DC and DR).
2) Details of redundancy and security setup
3) Application architecture along with a detailed diagram including the infrastructure setup.
4) Implementation procedure / road map.
5) Server and related infrastructure specification required as part of the solution implementation (for both UAT and production phase) along with the quantity to meet the Bank's redundancy requirement.

The Vendor is responsible to arrive at the sizing independently based on the volume and the growth indicated in the Annexure 11 – Technical Requirement (Project Scope). The Bank is not responsible for any assumption made by the Vendor with respect to the sizing. In the event the sizing proposed by the Vendor does not meet the performance / service levels of the Bank the Vendor will at their cost carry out the necessary upgrades / replacements. The Bank has the right to deduct / recover from the vendor the required additional expenses which Bank may incur on account of such upgrades / replacements.

license on proposed Solution (Centralized KYC Registry Solution)

The license for the solution to be Enterprise wide perpetual level for all the modules offered without any constraint on number of branches or users for the Bank's Operations in India & International Territories, present & future subsidiaries and associates both domestic & international and present & future RRBs.

The Vendor will supply, implementation, maintain and support the complete Centralized KYC Registry Solution.

3.5 Service Levels and Uptime Guarantee

For details, please refer to Annexure 12 that details the service levels.

4. Evaluation process

A two bid system is adopted for selection of the vendor:

 Stage 1 –Eligibility Bid evaluation

 Stage 2 - Evaluation methodology for eligible bidder s

- Technical Bid Evaluation.
- Commercial Bid Evaluation.
- Weighted evaluation.

During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its Tender. The request for clarification and the response shall be in writing, and no change in the substance of the Tender shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any Tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the bidders to this document and bank will not entertain any correspondence in this regard.

4.1 Eligibility Bid

Eligibility criterion for the Bidder to qualify this stage is clearly mentioned in Annexure 1 – Eligibility Criterion Compliance to this document. The bidder would need to provide supporting documents as part of the eligibility proof.

4.2 Evaluation Methodology for Eligible Bidder

After qualifying the eligibility criteria, the evaluation will be a three stage process. The stages are:

- Technical Bid Evaluation
- Commercial Bid Evaluation
- Weighted evaluation

The technical evaluation and the commercial evaluation shall have the weightage of 70% and 30% respectively and this weightage shall be considered for arriving at the successful bidder. The evaluation methodology vis-à-vis the weight-ages are as under:

- **Technical Bid Evaluation**

The vendor needs to achieve a cut – off score of 70 marks in this evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut – off scores would be short-listed for Commercial Bid

Evaluation. Further the vendor must score a minimum of 85% compliance in Functional and Technical Specifications compliance. Even if the vendor meets the 70 mark cut-off and does not meet this criterion of 85% compliance, the vendor would have deemed not to be meeting the TENDER Functional and Technical requirements. The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under.

<table>
<tr><th>Criteria</th><th colspan="2">Evaluation Parameters</th><th>Sub Scores</th></tr>
<tr><td rowspan="2">The number of Implementations completed (In the last 5 years) **</td><td colspan="2">For each Implementation (Max 2)</td><td></td></tr>
<tr><td colspan="2">Maximum marks</td><td>10</td></tr>
<tr><td>Technical Specifications compliance</td><td colspan="2">As per Technical specification requirement Given in Annexure- 11.</td><td>30</td></tr>
<tr><td rowspan="5">Presentation cum interview</td><td colspan="2">Evaluation on the following Parameters</td><td rowspan="5">20</td></tr>
<tr><td>Parameters</td><td>Max Marks</td></tr>
<tr><td>Quality of Presentation</td><td>5</td></tr>
<tr><td>POC (Scenario will be provided by Bank to the Eligible Bidder)</td><td>10</td></tr>
<tr><td>Scalability – Future</td><td>5</td></tr>
<tr><td>Technical Criteria compliance as per Technical Specification (Annexure 11 – Functional Scoring Sheet)</td><td colspan="2">Demonstration of in-depth understanding of the Bank project requirements through the submitted technical proposal. The Technical / Functional features as part of Technical Requirement is available as part of the present solution or needs to be customizable. Demonstration at Bank end and / the proposed solution is implemented.</td><td>40</td></tr>
<tr><td colspan="3">TOTAL MARKS</td><td>100</td></tr>
</table>

***** Copies of Work order /client reference to be provided.***

Further the Bank's officials would visit reference sites provided by the Vendor if deemed necessary. In case there is only one vendor having technical score of 70 or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such vendor. In case, none of the participating vendors qualify on technical criteria and reach or exceed the cut-off score of 70, then the Bank, at its sole discretion, may qualify two vendors on the basis of the top 2 scores. However, the Bank at its discretion may reject the proposal of the Vendor or will not consider vendor below cutoff marks by relaxing as mentioned above, if in the Bank's opinion the Vendor could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the customer contacts / site visited are negative or the proposed solution does not meet the Bank's functional and technical requirement.

The vendor who achieves the required cut – off technical score as part of technical evaluation shall be qualified for commercial bid opening. The commercial bid would be evaluated based on a "Total Cost of Ownership" ('TCO') basis. The key considerations of the TCO would be the total payouts for entire project through the contract period of 5 years, discounted at 10% to arrive at the present value of the future cash outflows. The evaluation will be done as follows:

- The discounted rate will be calculated on yearly basis based on the formula $A/(1+i/100)^{n}$ where A= Total Value in each Year; i=10% and n =Year.
- The Present Value will be calculated for all components where the payment is recurring year on year. The Present Value for the component will start from the year of purchase of that component / start of the services (AMC) and shall be calculated till the end year of the contract. Further n - number of period will be '0' in the year of purchase of that component / start of the services and subsequently increased by 1 for subsequent years.
- Any component / service for which the payment is a One Time Cost the NPV cost of the equipment / service for that year will be considered and the relevant year's NPV cost will be added as part of the Present Value calculation for that year. Further the payment of the OTC component / service not being recurring in nature hence the present value for that component / service will be considered in the year of purchase only and not in subsequent years.

Weighted Evaluation:

On the basis of the combined weighted score for technical and commercial evaluation, the bidders shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 shall be recommended for award of contract.

As an example, the following procedure can be followed:

A score (S) will be calculated for all qualified bidders using the following formula:

$$\frac{C_{low}}{C} 100X + T(1 - X)$$

C stands for discounted rate arrived basis of commercial evaluation;

C_{low} stands for the lowest discounted rate arrived basis of commercial evaluation.

T stands for technical evaluation score and **X** is equal to 0.30.

#	Bidder	Technical Evaluation Marks (T)	Discounted Rate (C)	T * 0.70 (A)	[(C_{low} / C) x 100] x 0.30 (B)	Score (S = A +B)
1	AAA	75	**120**	52.5	25	77.5
2	BBB	80	100	56	**30**	86
3	CCC	**90**	110	**63**	27.3	**90.3**

In the above example, **C_{low}** is 100.

In the above example, CCC, with the highest score becomes the successful bidder.

In case of more than one vendor with equal highest score (S) upto three decimal, then number of decimal will be increased.

5. Terms and conditions

5.1 General

5.1.1 General Terms

5.1.1.1 The Bank expects the vendor to adhere to the terms of this Tender document and would not accept any deviations to the same.

5.1.1.2 The Bank expects that the vendor appointed under the Tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.

5.1.1.3 Unless agreed to specifically by the Bank in writing for any changes to the Tender document issued the vendor responses would not be incorporated automatically in the Tender document.

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

5.1.2 Rules for Responding to this TENDER

5.1.2.1 All responses received after the due date / time as mentioned in **"[A] Important Dates – Last Date of Submission of TENDER Response (Closing Date)"** would be considered late and would be liable to be rejected.

5.1.2.2 All responses should be in English language. All responses by the vendor to this Tender document shall be binding on such vendor for a period of 180 days after opening of the commercial bids.

5.1.2.1 All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the vendors and may be accepted by the Bank to form part of final contract between the Bank and the selected vendor. Vendors are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.

5.1.2.2 The technical and commercial bid, submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within six months from the last date of the submission of the commercial bids, and there is a possibility to award the same within a short duration, the vendor would have the choice to maintain the EMD or bank guarantee in lieu of EMD with the Bank or to withdraw the bid and obtain the security provided.

5.1.2.3 Either the Indian agent on behalf of the principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same solution in this Tender. If an agent submits bid on behalf of the Principal/ OEM, the same agent cannot submit a bid on behalf of another Principal/ OEM in this Tender for the same solution.

5.1.2.4 The vendor may modify or withdraw its offer after submission, provided that, the Bank, prior to the closing date and time, and receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the vendor subsequent to the closing date and time for submission of the offers.

5.1.2.5 The vendor is required to quote for all the components/services mentioned in the “Project scope” and all other requirements of this TENDER. In case the vendor does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

5.1.2.6 In case of discrepancy in soft copy and hard copy of the bids, the vendors agree that Bank can consider hard copy as final and it will be binding on the vendor. The Bank in this case may also reject the offer outright.

5.1.2.7 Based on the Bank’s requirements as listed in this document, the vendor should identify the best-suited solution that would meet the Bank’s requirements and quote for the same. In case the vendor quotes more than one items against requirement and they have not specified which particular item quoted by them needs to be considered, then the response would be considered as improper and the whole Tender submitted by the vendor is liable to be rejected. The vendor is expected to provide the best option and quote for the same.

5.1.2.8 Vendor must furnish requirements as per the formats provided in the TENDER document.

5.1.2.9 In the event the vendor has not quoted for any mandatory items as required by the Bank and forming a part of the Tender document circulated to the Vendor’s and responded to by the vendor, the same will be deemed to be provided by the vendor at no extra cost to the Bank.

5.1.2.10 In the event the Bank has not asked for any quotes for alternative prices, and the vendor furnishes the alternative price in the vendor's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership, However payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.

5.1.2.11 In the event optional prices are not quoted by the vendor, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating vendor will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the Vendor. The same item has to be supplied by the Vendor free of cost.

5.1.2.12 The Bank is not responsible for any assumptions or judgments made by the vendor for proposing and implementing the solution. The Bank's interpretation will be final.

5.1.2.13 The Bank ascertains and concludes that everything as mentioned in the Tender documents circulated to the Vendor and responded by the vendors have been quoted for by the vendor, and there will be no extra cost associated with the same in case the vendor has not quoted for the same.

5.1.2.14 All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the vendor to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.

5.1.2.15 The vendor at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules time frame for solution etc. as mentioned in the Tender document circulated by the Bank. Vendor shall be fully responsible for deviations to the terms & conditions etc. as proposed in the Tender document.

5.1.2.16 If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at Bank's discretion:

a) Bids submitted by holding company and its subsidiary

b) Bids submitted by two or more companies having common director/s

c) Bids submitted by two or more partnership firms / LLPs having common partners

d) Bids submitted by two or more companies in the same group of promoters/management

e) Any other bid in the sole discretion of the Bank is in the nature of multiple bids.

5.1.3 Price Bids

5.1.3.1 The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful Bidder s post the completion of the technical evaluation

5.1.3.2 The prices and other terms offered by bidder/s must be firm for an acceptance period of 180 days from the opening of the commercial bid.

5.1.3.3 The prices quoted by the bidder hall be all inclusive, that is, inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actual. The Bidder is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without) amounts being submitted in the technical response. Though the equipment for UPI Solution would be at Bank premises, or any location identified by Bank, bidder shall be responsible for the installation, implementation and acceptance testing and the ownership would not have transferred to Bank till the final acceptance and signoff. Hence the bidder will bear the risk of loss if any, till the ownership has passed to Bank. There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

5.1.3.4 In case of any variation (upward or down ward) in Government levies / taxes / cess / excise / custom duty etc. which has been included as part of the price will be borne by the Bidder. Variation would also include the introduction of any new tax / cess/ excise, etc provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidders proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid the customs / excise duty, sales tax, if applicable, and or other applicable levies

5.1.3.5 If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the Bidder, for any reason including the delay or failure or inability of the Bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.

5.1.3.6 Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows “Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder ”. Bidder should ensure that the project should not suffer for any reason.

5.1.3.7 The Bank will consider the Total Cost of Ownership (TCO) over a three year period starting from date of purchase order and any residual payment during that period would be adjusted on a prorate basis.

5.1.4 Price Comparisons

5.1.4.1 The Price offer shall be on a fixed price basis and should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actual. The Bidder is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

5.1.4.2 The successful bidder will be determined on the basis evaluation mentioned in Clause 4 above.

5.1.4.3 Normalization of bids: The Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that bidder/s are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically short-listed bidder/s to resubmit the technical bids once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission or till the Bank is satisfied. The bidder/s agree that they have no reservation or objection to the normalization process and all the technically short listed bidder/s will, by responding to this TENDER, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The bidder/s, by submitting the response to this TENDER, agree to the process and conditions of the normalization process.

5.1.4.4 The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder/s should necessarily include the following:

5.1.4.5 Transportation, forwarding and freight charges of all equipment to the site;

5.1.4.6 Prices quoted by the Bidder should be inclusive of all taxes, duties and levies etc. except GST. GST will be paid at actuals. The Bidder is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

5.1.4.7 The Bidder is expected to provide for services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.

5.1.4.8 The Bidder must provide and quote for the product and services as desired by the Bank as mentioned in this TENDER. Any products / services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.

5.1.4.9 End of Sales / End of support: The Bidder has to ensure that any equipment supplied as part of this TENDER should not have either reached or announced end of sales on the date of such supply or end of support for at least 5 year from the date of issue of purchase order. In the event if any equipment supplied by the bidder reaches end of support, within the contract period from the date of supply, the bidder as to replace the equipment at no additional cost to the Bank.

5.2 Bid Security and Performance Guarantee

5.2.1 Bid Security / Earnest Money Deposit

5.2.1.1 Vendors are required to give an earnest money deposit of an amount as mentioned in **"[A] Important Dates – Bid Security (Earnest Money Deposit)"** by way of Demand Draft/Pay Order drawn on **"Mumbai payable to "Central Bank Of India" or a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Central Bank Of India)** located in India, which is valid for including 45 days after the period of the bid validity in the form provided in the TENDER (Annexure 04 – Bid Security Form). The Demand Draft should be of a Commercial Bank only (other than Central Bank Of India) and will be accepted subject to the discretion of the Bank

5.2.1.2 Offers made without the Earnest money deposit will be rejected.

5.2.1.3 The amount of Earnest money deposit would be forfeited in the following scenarios:

5.2.1.3.1 In case the vendor withdraws the bid prior to validity period of the bid for any reason whatsoever;

5.2.1.3.2 In case the vendor refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or

5.2.1.3.3 In case the Vendor fails to provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.

5.2.2 Performance Guarantee

5.2.2.1 The successful vendor shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure 13 to the extent of 10% of the total contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank only, other than Central Bank Of India.

5.2.2.2 In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the vendor. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the vendor should be included in the remaining amount of the contract value.

5.2.2.3 The Bank reserves the right to recover any dues payable by the selected vendor from any amount outstanding to the credit of the selected vendor, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.

5.2.2.4 If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the vendor, will be forfeited.

5.3 Others

5.3.1 The solution will be deemed accepted only after successful ATP and sign off from Bank's identified Project Manager.

5.3.2 Responses to this TENDER should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a vendor shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

5.3.3 By submitting a proposal, the vendor agrees to promptly contract with the Bank for any work awarded to the vendor. Failure on the part of the awarded vendor to execute a valid contract with the Bank will relieve the Bank of any obligation to the vendor, and a different vendor may be selected based on the selection process.

5.3.4 The terms and conditions as specified in the TENDER and addendums (if any) thereafter are final and binding on the vendors. In the event the vendor is not willing to accept the terms and conditions of the Bank, the vendor may be disqualified. Any additional or different terms and conditions proposed by the vendor would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing

5.3.5 The vendor must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Vendor's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this Tender document) due to the Vendor’s inability to meet the established delivery dates or any other reasons attributing to the vendor then, that vendor will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.

5.3.6 The vendor shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this TENDER. The vendor represents that the solution to be supplied in response to this TENDER shall meet the proposed vendors requirement. If any services, functions or responsibilities not specifically described in this TENDER are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this TENDER, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this TENDER and shall be provided by the vendor at no additional cost to the Bank. The vendor also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the vendor of responsibility for the performance of all provisions and terms and conditions of this TENDER, the Bank expects the vendor to fulfill all the terms and conditions of this TENDER. The modifications, which are accepted by the Bank, shall form a part of the final contract.

5.3.7 The Vendor shall represent that the solution provided and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Vendor further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the solution and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Vendor represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the vendor for performance of the obligations of the vendor. The vendor further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the vendor.

5.3.8 All terms and conditions, payments schedules, time frame for expected service levels as per this Tender will remain unchanged unless explicitly communicated by the Bank in writing to the vendor. The Bank shall not be responsible for any judgments made by the vendor with respect to any aspect of the Service. The vendor shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this Tender document.

5.3.9 The Bank and the vendor covenants and represents to the other Party the following:

5.3.9.1 It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

5.3.10 The execution, delivery and performance under an Agreement by such Party:

5.3.10.1 Will not violate or contravene any provision of its documents of incorporation;

5.3.10.2 Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;

5.3.10.3 Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;

5.3.10.4 To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

5.3.11 The vendor shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.

5.3.12 It would be the responsibility of the vendor to arrange / obtain necessary road permits or any other document for delivery of the deliverables till Bank's premises. The vendor shall arrange road permit for locations applicable at no extra cost to the Bank.

5.3.13 The Bank would not assume any expenses incurred by the vendor in preparation of the response to this TENDER and also would not return the bid documents to the Vendors

5.3.14 The Bank will not bear any costs incurred by the vendor for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

5.4 Other TENDER Requirements

5.4.1 This Tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the Tender document and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all vendors about changes, if any.

5.4.2 The Bank may revise any part of the Tender document, by providing a written addendum at stage till the award of the contract. The Bank reserves the right to issue revisions to this Tender document at any time before the award date. The addendums, if any, shall be published on Bank’s website only.

5.4.3 The Bank reserves the right to extend the dates for submission of responses to this document.

5.4.4 Vendors shall have the opportunity to clarify doubts pertaining to the Tender document in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to TENDER Coordinator mentioned in “[A] Important Dates – TENDER Coordinator”, and should be received by the nominated point of contact in writing through email before the scheduled date as indicated in the schedule of timeframe. Responses to inquiries and any other corrections and amendments will be published on Bank's website in the form of addendum to Tender document or through electronic mail; the preference for distribution would be with the Bank. The vendor, who posed the question, will remain anonymous.

5.4.5 Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all vendors and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

5.4.6 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all vendors for clarification of their offer. The Bank has the right to disqualify the vendor whose clarification is found not suitable to the proposed project.

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

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

5.4.9 Price Discussion – It is absolutely essential for the Vendors to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful vendor in discussions on the prices quoted.

5.4.10 Right to Alter– The Bank reserves the right to alter the requirements specified in the Tender. The Bank will inform all Vendors about changes, if any. The Vendor agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Vendor agrees that the prices quoted by the Vendor would be proportionately adjusted with such additions or deletions in quantities

5.4.11 Details of Sub-contracts, as applicable – If required by the Bank, VENDOR's should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the vendor, the vendor shall be solely responsible for performance of all obligations under the Tender document irrespective of the failure or inability of the subcontractor chosen by the vendor to perform its obligations. The vendor shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.

5.4.12 If the Bank is not satisfied with the technical specifications as specified in the Tender document and observes major deviations, the technical bids of such vendors will not be short-listed for further evaluation. No further discussions shall be entertained with such vendors in respect of the subject technical bid.

5.4.13 There will be an acceptance test by the Bank or its nominated consultants after implementation of the solution. In case of discrepancy in solution implemented, the Bank reserves the right to cancel the entire purchase contract and the vendor should take back their equipment at their costs and risks. The test will be arranged by the vendor at the sites in the presence of the officials of the Bank and / or its consultants.

5.4.14 Vendor shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc or such other statutory infringements under any laws including the Copyright Act, 1987 in respect of solution implemented by them in the Bank from whatsoever source, provided the Bank notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim. However, (i) the Vendor has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Vendor, except where the Bank is required by any authority/regulator to make a comment/statement/representation. However, the vendor, merely because it is in the sole control of defense or on any other ground, shall not take any such stand either by way of defense or at any other stage of any claim while defending the same, which may be prejudicial to the interest of

Bank .

5.4.15 Letter of Undertaking from OSD / OEM (Annexure 09) – The Vendor should furnish a letter from original equipment manufacturer (OEM / OSD) authorizing the Vendor to quote for OEM's / OSD's product in response to the TENDER from the Bank. The said letter should also offer to extend the required support from the OEM / OSD in respect of the items stipulated in the TENDER.

5.4.16 Undertaking on Information Security (Annexure 10) - The Vendor should furnish a letter both from the Original Solution Developer / Original Equipment Manufacturer (wherever applicable) and also from the Vendor's end providing an undertaking on Information Security of Authenticity for HW and also the solution supplied. This undertaking from both OSD / OEM and the vendor is on Information security as per regulatory requirement.

5.4.17 The Vendor shall perform its obligations under this Tender as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services with prior permission from the Bank. Neither this Tender nor the Vendor's performance of obligations under this Tender 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 Vendor 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.

5.4.18 The Vendor shall solely be responsible for all payments (including any statutory payments) to its 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 Vendor 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 Vendor will make all required payments and deposits of taxes in a timely manner

5.4.19 The price payable to the Vendor shall be inclusive of carrying out any modifications changes / upgrades to the application and other software or equipment that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the contract / agreement, and the Bank shall not pay any additional cost for the same. The Vendor needs to provide with the details about all such items considered in the TENDER

5.5 Terms of Reference

5.5.1 Delivery

The Centralized KYC Registry Solution must be implemented as per project scope within a period of 1 month in totality from the date of placing of purchase order by the Bank. However the solution needs to be rolled out in phases as explained in Annexure 11.

In case the deadlines are not met then the vendor will have to pay penalty to Central Bank Of India @ 1% of implementation cost inclusive of all taxes, duties, levies etc., per week or part thereof, for late implementation beyond due date of implementation, to a maximum of 5%. If delay exceeds two weeks from due date of implementation, Central Bank Of India reserves the right to cancel the entire order.

Any deliverable has not been implemented or not operational on account of which the implementation is delayed, will be deemed/treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract.

5.5.2 Payment Terms

The Vendor must accept the payment terms proposed by the Bank. The commercial bid submitted by the Vendors must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the vendor, in case of delays or defaults on the part of the vendor. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the professional fees quoted by the vendor in the price bid against such activity / item.

The payment will be released as follows:

a) Software Licenses

- 50% of the license cost on delivery of Software Licenses plus GST at actuals. The required documents to be provided along with original invoice:
  a) Original delivery Challans dully stamped and signed by the Bank Official.
  b) Original receipt of GST wherever applicable.
- 30% of the license cost plus GST wherever applicable after go-live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Bank's identified Project Manager & vendor representative.

- 20% of the license cost plus GST wherever applicable, after Go-Live closure signoff from Bank. Go Live Closure Sign Off in the form of Final Acceptance Test should be signed by both Banks identified Project Manager & vendor representative. Operational Issues will be part of Managed Services and not part of Go-Live Sign Off

b) Implementation Cost (OTC)

- 70% of the implementation cost after go- live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Banks identified Project Manager & vendor representative.
- 30% of the implementation cost after Go-Live closure signoff from Bank. Go Live Closure Sign Off in the form of Final Acceptance Test should be signed by both Banks identified Project Manager & vendor representative. Operational Issues will be part of Managed Services and not part of Go-Live Sign Off

c) **AMC / ATS –** Payable quarterly in advance against receipt of satisfactory service report of previous quarter from the Bank's Project / Operation Manager

d) **Onsite Support Charges –** Payable quarterly at the end of each quarter against receipt of satisfactory support report of previous quarter from the Bank's Project / Operation Manager.

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendor. Payment will be release by DIT, CBD, Belapur, as per above payment terms on submission of mentioned supporting documents.

The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected vendor within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 15 days from the date the dispute stands resolved.

6. General Terms and Conditions

6.1 Dispute Resolution

The Bank and the vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers / directors of the Bank and the vendor, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank project manager / director and vendor project manager / 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 vendor and Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the vendor and Bank, the Bank and the vendor have been unable to resolve contractual dispute amicably, 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. Arbitration will be carried out at Bank's office that placed the order. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings

The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

6.2 Governing Laws

The subsequent contract shall be governed and construed and enforced in accordance with the laws of India applicable to the contracts made and to be performed therein, and both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

6.3 Notices and other Communication

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 sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, notices send by registered post in a correctly addressed envelope shall be deemed to be delivered ‘’n receipt by the recipient’ and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

6.4 Force Majeure

The vendor shall not be liable for forfeiture of its performance security, liquidated damages, penalties 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 vendor and not involving the vendor’s fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the vendor 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 vendor shall continue to perform vendor’s obligations under this Agreement 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 vendor shall hold consultations in an endeavor to find a solution to the problem.

6.5 Assignment

The vendor agrees that the vendor shall not be entitled to assign any or all of its rights and or obligations under this Tender and subsequent Agreement to any entity including vendor's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this TENDER along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights and liabilities of the vendor under this TENDER.

6.6 Waiver

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

6.7 Confidentiality

The Parties acknowledge that in the course of performing the obligations under this Tender and subsequent Agreement, each party shall be exposed to or acquire information of the other party, which such party shall treat as confidential. Neither party shall disclose the Confidential Information to a third party.

"Confidential Information" means any and all information that is or has been received by the "Receiving Party" from the "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, specifications or other documents or materials that may be shared by the Bank with the vendor.
- "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. However, where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers' or the Bank employees' personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.
- Nothing contained in this clause shall limit vendor 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 vendor shall at no point use the Bank's confidential information or Intellectual property.

The Parties will, at all times, maintain confidentiality regarding the contents of this Tender and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.

The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this Tender, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agrees to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

If the vendor hires another person to assist it in the performance of its obligations under this TENDER, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this Tender and subsequent Agreement to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the vendor is bound to maintain the confidentiality. The prior permission of bank is mandatory for any assignment by vendor to any other parties.

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 hardware / software provided as a part of the contract. 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 of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party 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 unauthorised 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.
- Upon discovery of any unauthorised disclosure or suspected unauthorised 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

a) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control

b) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from

Confidential Information relating to the Disclosing Party

c) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control

d) To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with

e) The rights in and to the data / information residing at the Bank's premises, including at the DRC even in the event of disputes shall at all times solely vest with the Bank

- This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:

a) was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;

b) is known to the receiving party at the time of receiving such information as evidenced by documentation then rightfully in the possession of the receiving party;is furnished by others to the receiving party without restriction of disclosure;

c) is thereafter rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;

d) has been disclosed pursuant to the requirements of 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

e) was independently developed by the receiving party without the help of the Confidential Information.

On termination of the Tender and subsequent Agreement, each party must immediately return to the other party or delete or destroy all Confidential Information of the other party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and Documentation that has been provided to the Bank which is contemplated for continued realization of the benefit of the Services. Notwithstanding the foregoing, Vendor may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose. Where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers' or the Bank employees' personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

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 under the contract shall not confer on the Receiving Party any rights whatsoever beyond those contained in the contract.

Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as 'Material Breach' for the purpose of the contract.

The confidentiality obligations shall survive the expiry or termination of the agreement between the vendor and the Bank.

6.8 Termination

Bank shall have the option to terminate this TENDER and / or any subsequent agreement and / or any particular order, in whole or in part by giving Vendor at least 90 days prior notice in writing. It is clarified that the Vendor shall not terminate this TENDER & the subsequent Agreement for convenience.

However the Bank will be entitled to terminate this TENDER and any subsequent agreement, if Vendor breaches any of its obligations set forth in this TENDER and any subsequent agreement and

- Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- if such breach is not of the type that could be cured within thirty (30) Working Days, failure by Vendor to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or

This Tender and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

- The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;
- The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
- The other Party becomes the subject of a court order for its winding up.

The Vendor understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Vendor for the tenure of this Tender and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this Tender and subsequent Agreement for any reason whatsoever would be a slow process over a period of three (3) months, after the completion of the notice period of 90 days. During this period, the Vendor shall continue to provide the Deliverables and the Services in accordance with this Tender and subsequent Agreement and shall maintain the agreed Service levels.

Immediately upon the date of expiration or termination of the Tender and subsequent Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this Tender and subsequent Agreement, Bank shall pay to Vendor, within thirty (30) days of such termination or expiry, of the following:

- All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this Tender and subsequent Agreement:

- The rights granted to Vendor shall immediately terminate.
- Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Vendor, being used by Vendor to provide the Services and (ii) the assignable agreements, Vendor shall, use its reasonable commercial endeavours to transfer or assign such agreements and Vendor Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- Upon Bank's request in writing, Vendor shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by

Vendor to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

6.9 Publicity

Any publicity by the vendor in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

6.10 Solicitation of Employees

The selected vendor, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

6.11 Inspection of Records

All vendor records with respect to any matters covered by this TENDER shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the vendor provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

6.12 Visitorial Rights

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the vendor'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.

6.13 Compliance with Laws

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

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

This indemnification is only a remedy for the Bank. The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

6.14 Order Cancellation

The Bank will provide the selected vendor a remedy period of 30 days to rectify a default or given situation. The Bank will provide in writing the nature of the default to the selected vendor through a letter or mail correspondence. The 90 day time period will commence from the day the Bank has sent such correspondence to the selected vendor.

The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the successful vendor.
- Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- The amount of penalties has exceeded the overall cap of 5% of the total purchase order value inclusive of all taxes, duties, levies etc.
- Failure of the vendor make good the situation within the remedy period

- The selected vendor commits a breach of any of the terms and conditions of the TENDER / contract.
- The selected vendor becomes insolvent or goes into liquidation voluntarily or otherwise
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the Tender.

In case of order cancellation, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the vendor.

6.15 Indemnity

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

- Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Vendor under this TENDER; and/or
- an act or omission of the Vendor and/or its employees, agents, sub contractors in performance of the obligations under this TENDER; and/or
- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Vendor, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Vendor to its employees, its agents, contractors and sub contractors
- breach of any of the term of this TENDER or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this TENDER; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- breach of confidentiality obligations of the Vendor contained in this TENDER; and/or
- Negligence or gross misconduct attributable to the Vendor or its employees or sub-contractors.

The Vendor shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this TENDER infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the

Deliverables and Services are used, sold or received, provided the Bank:

- notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim; and
- cooperates with the Vendor in the defence and settlement of the claims.

However, the vendor, merely because it is in the sole control of defense or on any other ground, shall not take any such stand either by way of defense or at any other stage of any claim while defending the same, which may be prejudicial to the interest of Bank.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Vendor, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Tender and subsequent Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Vendor to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

The Vendor shall not be liable for defects or non-conformance resulting from:

- Software, hardware, interfacing, or supplies for the solution not approved by Vendor; or
- any change, not made by or on behalf of the Vendor, to some or all of the deliverables supplied by the Vendor or modification thereof, provided the infringement is solely on account of that change ;

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. The successful bidder's 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 customer and / or regulatory authorities for reasons attributable to breach of obligations under this TENDER and subsequent agreement by the Vendor.

6.16 Corrupt and Fraudulent Practices

6.16.1 As per Central Vigilance Commission (CVC) directives, it is required that Vendors / 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 vendors (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Bank of the benefits of free and open competition.

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

6.16.3 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.

6.17 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 vendor from committing any violation or enforce the performance of the covenants, obligations and representations contained in this Tender document. 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.

6.18 Transportation and Insurance

All the costs should include cost, insurance and freight (CIF). However, the Vendor has the option to use transportation and insurance cover from any eligible source. Insurance cover should be provided by the vendor till the acceptance of the said works by the Bank. The vendor should also assure that the goods would be replaced with no cost to Bank in case insurance cover is not provided.

6.19 Authorized Signatory

The selected vendor shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected vendor shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The vendor shall furnish proof of signature identification for above purposes as required by the Bank.

6.20 Service Level Agreement and Non-Disclosure Agreement

The selected vendor shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non-Disclosure Agreement (NDA). The selected vendor shall execute the SLA and NDA within two months from the date of acceptance of letter of appointment or as intimated by the Bank.

6.21 Right to Reject Bids

Bank reserves the absolute and unconditional right to reject the response to this TENDER if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if:

- It is not in conformity with the instructions mentioned in the TENDER document.
- It is not accompanied by the requisite Application Money and Earnest Money Deposit (EMD).
- It is not properly or duly signed.
- It is received through Telex / telegram / fax
- It is received after expiry of the due date and time.
- It is incomplete including non- furnishing the required documents.
- It is evasive or contains incorrect information.
- There is canvassing of any kind.
- It is submitted anywhere other than the place mentioned in the TENDER

6.22 Limitation of Liability

Vendor's aggregate liability in connection with obligations undertaken as a part of the TENDER regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Order Value.

Vendor's liability in case of claims against the Bank resulting from Willful

Misconduct or Gross Negligence of vendor, 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.

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 vendor as part of procurement under the TENDER.

Under no circumstances CBI shall be liable to the selected vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if CBI has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this TENDER) against vendor.

6.23 Ownership, Grant and delivery

The Vendor shall procure and provide a non-exclusive, non-transferable, enterprise wide perpetual license to the Bank for all the software to be provided as a part of this project. The Bank can use the software at any of its branches and locations without restriction and use of software by service providers on behalf of the Bank would be considered as use thereof by the Bank and the software should be assignable / transferable to any successor entity of the Bank.

The license shall specifically include right

A. To Use. (i) to use the executable code version of the Software and all Enhancements, Updates and New Versions made available from time to time solely for business operations of the Bank; (ii) to use the Program Documentation for purposes of installing or operating the Programs and supporting the use of the Software by the Bank; (iii) to use the technical Training Materials for purposes of supporting Users; (iv) to use the executable code version of the Software and all Enhancements, Updates and New Version made available from time to time for Test and Development, Training, Near DR, Disaster Recovery Site of the Bank.

B. To Copy. (i) to copy the Software that operates on server systems to support the users of the Bank; (ii) to make additional copies of the Program Material for archival, emergency back-up, testing, or disaster recovery purposes; and (iii) to copy the Program Documentation to support its Users.

C. To work as interface: (i) to work with other Application Software packages at the Bank as interface; (ii) to allow other application software packages at the Bank to work as interfaces to the Software. If such interfacing requires any modification or change to the Software, such modification or change has to be carried out by the Vendor free of any additional License charge or fees or expenses.

Delivery: The Vendor, at the time of installation shall deliver to the Bank required copies of the object code version of the Software and the associated Program Documentation including operation manual and training material. The Vendor, after customization shall deliver to the Bank required copies of the object code version of the customized Software and the associated Program Documentation including operation manual and training material. The Vendor, after modifications, updates or new versions shall deliver to the Bank required copies of the revised object code version of the latest Software and the revised associated Program Documentation including operation manual and training material. The Program Documentation shall consist of required number of User Manuals per branch / service Center / office / extension counter, Near Site, Data Center and Disaster Recovery Center. The program documentation shall be supplied by the Vendor to the Bank both in hard copy form (except where hard copies are not available) and soft copy form (MS word format and HTML Browser format). The operational manual shall be provided by the Vendor under help menu in the software as dynamic online documentation / help files, wherever applicable. The object code version of the Software, executables and required run-time files shall be on Compact Disc or on any such media as desired by the Bank as may be applicable.

D. The grant of license by the Vendor herein shall be for processing the internal business of the Bank or its permitted affiliates and does not, without limitation, include the rights to reverse engineer, reverse compile or otherwise arrive at the source code of the Software nor does it include the rights to sell, lease, license, sublicense or otherwise transfer, convey or alienate the software for commercial consideration to any person.

Except as specifically agreed by and between Vendor and Bank, the ownership of all rights, title and interest, including without limitation, all patents, copy right, trade secrets and any other form of intellectual property rights in and to software, any derivative works thereof and enhancements thereto, software and documentation are and shall at all times remain with the Vendor or its Licensors and be the sole and exclusive property of the Vendor or its Licensors. The Bank acknowledges that nothing contained in this Tender and subsequent Agreement shall be construed as conveying by the Vendor or its licensor's title or ownership interest in any licensed software or any derivative works thereof and enhancements thereto. Nothing contained herein shall be construed to preclude the Vendor from owing, using, improving, marketing, including without limitation, licensing to other persons any and all licensed software.

E. Rights: The Vendor shall ensure that the 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 Vendor 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 software in accordance with the terms of this Tender and subsequent Agreement and the license agreement; or (ii) modify the software without affecting the functionality in any manner so as to avoid the infringement; or (iii) replace the software 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 software 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 Vendor to provide effective remedy under options (i) to (iii) within a reasonable period which would not affect the normal functioning of the Bank. The Vendor 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 Vendor, despite notice of such failure by the Vendor in writing, (ii) any change, not made by or on behalf of the Vendor, to some or all of the software/deliverables supplied by the Vendor or modification thereof, provided the infringement is solely on account of that change ; or (iii) the Bank's continued misuse of some or all of the software/deliverables or any modification thereof despite notice from the Vendor of such misuse in writing.

Vendor is the Prime Vendor for purposes of all deliverables and services, with the single-point responsibility for the same. Should the software provided by the Vendor be infringing, it would have a serious business impact on the business of the Bank.

Therefore, the Vendor should take responsibility of its actions. Even if Bank would have used the deliverables before the infringement was noticed, legally each such use constituted infringement and therefore the Vendor is in breach of the Vendor's warranty and obligation.

6.24 Escrow Mechanism

The Bank and the Vendor shall agree to appoint an escrow agent to provide for the deposit of the source code for the software product supplied/procured by the Vendor to the Bank in order to protect its interests in an eventual situation. In case of a disagreement between the Bank and the Vendor regarding appointment of an escrow agent, the Bank shall appoint an escrow agent in its entire discretion which shall be final and binding on the Vendor. The Bank and the Vendor shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. Costs for the Escrow will be borne by the Vendor. As a part of the escrow arrangement, the final selected Vendor is also expected to provide a detailed code documentation of the solution which has been duly reviewed by an external independent organization.

6.25 Additional Requirement

The price payable to the Vendor shall be inclusive of carrying out any modifications changes / upgrades to the application and other software or equipment that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the contract / agreement, and the Bank shall not pay any additional cost for the same. The Vendor needs to provide with the details about all such items considered in the TENDER.

Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this TENDER document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

Annexure 01 - Bid - Table of Contents

Eligibility Cum Technical Bid to contain the following

Section #	Section Heading	Proforma Given
1	Covering letter certifying eligibility criteria compliance	**Vendor to provide**
2	Eligibility criteria compliance with vendor comments	**Annexure 02**
3	Credential letters / Purchase orders / Supporting documents	**Vendor to provide**
4	Application Money Demand Draft	**Vendor to provide**
5	Bid Security Letter	**Annexure 03**
6	Bid Security (Earnest Money Deposit) Or Bid Security Form (Earnest Money Deposit in the form of Bank Guarantee)	**Vendor to provide DD Or Annexure 04**
7	Undertaking Letter	**Annexure 05**
8	Conformity with Hard Copy	**Annexure 07**
9	Conformity Letter	**Annexure 08**
10	Letter of Undertaking from OSD / OEM	**Annexure 09**
11	Undertaking of Information Security	**Annexure 10**
12	Executive Technical Summary	**Vendor to provide**
13	Copy of the Tender document along with the addendum duly sealed and signed on all the pages of the document.	**Vendor to provide**
14	CD containing soft copy of the Annexures and the scanned copies of supporting documents.	**Vendor to provide**
15	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid **should not contain any financial information)**	**Annexure 16**
16	Letter of authorization from the company authorizing the person to sign the Tender response and related documents.	**Vendor to provide**

Authorized Signatory
Name:
Designation:
Vendor’s Corporate Name, Address, Email & Phone # : -- - Date

Commercial Bid envelope to contain the following

Section #	Section Heading	Performa Given
Section #	**Section Heading**	**Performa Given**
1	Covering letter on submission of Commercial Bid	**Vendor to provide**
2	Conformity with Hard Copy	**Annexure 07**
3	Commercial Bid	**Annexure 15**
4	CD containing soft copy of the commercial bids	**Vendor to provide**

Authorized Signatory
Name:
Designation:
Vendor's Corporate Name
Address
Email and Phone #
Date:

Annexure 02 - Eligibility Criteria

<u>Eligibility Criteria Compliance to be directly met by the bidder</u>

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
A	General		
1	Bidder must be a Government Organization / PSU / PSE / LLP or private / public limited company in India at least for the last 3 years.		Documentary Proof to be attached (Certificate of Incorporation)
2	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) since 1st April 2017 till date.		Letter of confirmation from Bidder.
3	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 the bid process.		Letter of confirmation from Bidder.
4	The Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the Bidder.		Letter of confirmation from Bidder.
B	Financial		

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
1	The Bidder must have registered a turnover of Rs. 5 Crores or above (from Indian Operations only) in each year during the last three completed financial years – 2017-18, 2018-19 and 2019-20* (Not inclusive of the turnover of associate companies)		Audited Financial statements for the financial years 2017-18, 2018-19 and 2019-20*. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification. * If 2019-20 Financial Statements of any bidder is unaudited then Bank would consider the Audited Financial Statements of 2016-17 along with an undertaking letter from the bidder that the 2019-20 Statements are not audited
2	The Bidder must be net profit (after tax) making entity (from Indian operations only) continuously for the last three years, that is financial years – 2017-18, 2018-19 and 2019-20* OR Must have a positive net worth** (from Indian operations only) continuously for the last three financial years i.e 2017-18, 2018-19 and 2019-20 (Not inclusive of the turnover of associate companies) * If 2019-20 Financial Statements of any Bidder is unaudited then Bank would consider the Audited Financial Statements of 2016-17 along with an undertaking letter from the Bidder that the 2019-20 Statements are not audited		Audited Financial statements for the financial years 2016-17, 2017-18, 2018-19 and Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification. * If 2019-20 Financial Statements of any bidder is unaudited then Bank would consider the Audited Financial Statements of

	**Networth is to be calculated as: Capital Funds (Paid up Equity Capital + Paid up preference Shares + Free Reserve) – (Accumulated Balance of loss + Balance of deferred revenue expenditure + Other intangible assets)		2016-17 along with an undertaking letter from the bidder that the 2019-20 Statements are not audited
C	Technical		
1	The Bidder should be an OSD or authorized partner of OSD for supply of licenses and solution implementation and maintenance support under warranty / AMC / ATS for the solution.		Letter of confirmation from OSD need to be submitted.
S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
2	If Bidder (partner of Original Solution Developer (OSD) is not able to fulfill its obligation to support the solution during the contract period, OSD will have to ensure support as per contract. An undertaking from the OSD to this effect must be submitted		Letter of confirmation from OSD need to be submitted.
3	If OSD is bidding directly they cannot submit another bid with any Bidder.		Letter of confirmation from OSD in case if OSD is bidding directly
4	One Bidder can bid only with one OSD and similarly one OSD can bid with only one Bidder		Letter of confirmation from the Bidder and OSD
D	Experience & Support Infrastructure		
1	The proposed Solution should be implemented in at least three Banks / Financial Institutions in India in past three years		Documentary Proof of order / contract copy / customer credentials.

2	Bidder should have direct support offices in Mumbai and Hyderabad. In case direct support office of the bidder is not present in Hyderabad / Mumbai then an undertaking to be provided by the Bidder stating that direct support would be provided by the bidder at Hyderabad / Mumbai whenever desired by the Bank		Letter of confirmation from the Bidder
3	The firm has not been blacklisted or is involved in litigation with any PSB/PSU/Private Organization		Undertaking is required to this effect
4	Restrictions on procurement from bidders of countries sharing land border with India as per Ministry of Finance Order (Public Procurement No. 1) dated 23rd July, 2020		The firm has to provide a Certificate with reference to the clause regarding. (Refer **Annexure-17**)
5	Purchase Preferences through MSEs, Startup, Make in India, MEITY & DoT		The firm has to adhere to respective Govt. guidelines related to the **Purchase Preferences** as per the below mentioned **NOTE** & **Annexure-18**.

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

Authorized Signatory
Name:
Designation:
Bidder's Corporate
Name Address
Email and Phone #

Annexure 03 - Bid Security Letter

1. WHEREAS, …………………………………………… (hereinafter referred to as "Vendor") has submitted its proposal and response dated…………………………(hereinafter referred to as "Bid") for the supply, installation & maintenance of all the requirements described in the Request for Proposal No. ……….. along with its amendments/annexures and other ancillary documents (hereinafter referred to as "TENDER") as issued by Central Bank Of India.

2. We …………………………………… ……… …. having our registered office at ……………………………………….(hereinafter called the 'VENDOR') are offering security deposit of Rs.________/- (Rupees_________________only) vide [demand draft / pay order / issued by a scheduled/Commercial bank] bearing No.________dated____________[drawn on/ issued by] ____________ ____________ (hereinafter referred to as "Bid Security") favouring '**Central Bank Of India** for consideration of the Bid of the above mentioned Vendor.

3. The Vendor specifically acknowledges and agrees that the Vendor has furnished his Bid on the understanding and condition that, if the Vendor:

   a) Withdraws its Bid during the period of Bid validity specified by the Vendor on the Tender Documents or

   b) Having been notified of the acceptance of its Bid by Central Bank Of India during the period of validity: -

      i. Fails or refuses to execute the contracts/ Service Level Agreement, if required; or

      ii. Fails or refuses to furnish the Security Deposit / Performance Guarantee, in accordance with the instruction to Vendors.

   Central Bank Of India has the right to forfeit the entire Bid Security amount merely on the occurrence of one or more of the foregoing events without demur or a written demand or notice to the Vendor.

4 The Bid Security shall be returned to unsuccessful Vendors within thirty (30) days from the date of the award of contract to a successful Vendor. The Bid Security shall be returned to the successful Vendor upon furnishing of Performance Security in accordance with the instructions of the Vendor.

5 The Vendor undertakes that it will not cancel the Bid Security referred to above till the Vendor is returned the Bid Security from Central Bank Of India in accordance with the foregoing conditions.

6 The Vendor represents and warrants that the Vendor has obtained all necessary approvals, permissions and consents and has full power and authority to issue this Bid Security and perform its obligations hereunder, and

the Vendor has taken all corporate, legal and other actions necessary or advisable to authorise the execution, delivery and performance of this Bid Security. The absence or deficiency of authority or power on the part of the Vendor to issue this Bid Security or any irregularity in exercise of such powers shall not affect the liability of the Vendor under this Bid Security.

Dated this.................day of...........

Place:

Date: Seal and signature of the Vendor

Annexure 04 - Bid Security Form

(FORMAT OF BANK GUARANTEE (BG) IN LIEU OF EARNEST MONEY DEPOSIT)

To

The General Manager (DIT),

Central Bank Of India,

DIT Belapur,

Mumbai-400614

WHEREAS __________________________(hereinafter called "the Vendor") has submitted its bid dated________(date of submission of bid) for providing _________________________ and its components in response to Request for Proposal (TENDER) No.______(hereinafter called "the Bid") issued by Central Bank Of India.

KNOW ALL PEOPLE by these presents that

WE, Central Bank of India, (name of bank) a Body Corporate Constituted under the Banking Companies (Acquistion &Transfer of Undertakings) Act, 1970 and having its Central Office at Chandermukhi, Nariman Point, Mumbai - 40021, (address of bank) (hereinafter called "the Bank") are bound unto Central Bank of India (hereinafter called "the Purchaser") in the sum of_______for which payment will and truly to be made to the said Purchaser, the Bank binds itself, through their authorized signatory (hereinafter referred to The Bank or Client) which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its sucoessors and pemitted assigns by these presents of the First Part.

Sealed with the common seal of the said Bank this______day of_________, 2021.

THE CONDITIONS of this obligation are:

1. If the Vendor withdraws its Bid during the period of bid validity specified by the Vendor on the Bid Form; or
2. If the Vendor, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity :
   a) fails or refuses to execute the mutually agreed contract/ Service Level agreement, if required; or
   b) fails or refuses to furnish the Performance Security, in accordance with the Terms and Conditions of the Contract;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of the bid validity and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding any other term contained herein

a) this guarantee shall be valid only up to________________________(Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
b) the total liability of Bank under this guarantee shall be limited to Rs.________/- (Rupees___________________only).

Place :

SEAL Code No. SIGNATURE.

NOTE:

1. VEDNOR SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG
2. STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN MUMBAI.

Annexure 05 – Undertaking

To
The General Manager (DIT),
Central Bank Of India,
DIT Belapur,Mumbai-400614

Sir,

Sub: TENDER for Supply and implementation of Centralized KYC Registry Solution.

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.

2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.

3. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.

4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

5. a) 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".

   b) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.

      i. Name and Address of the Agent -

      ii. Amount and Currency in which Commission paid / payable -

      iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here) -

6. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.

7. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive

right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this…………………………………..by 20

Yours faithfully,

Authorized Signatory
Name:
Designation:
Vendor's Corporate Name
Address
Email and Phone #

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

Annexure 06 - Comments Format

[Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Curriculum Vitae, Experience in related projects etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.]

Name of the Respondent:

Contact Person from Respondent in case of need.
Name :
Tel No: e-Mail ID:

Sr. No.	Page #	Point / Section #	Clarification point as stated in the Tender document	Comment/ Suggestion/ Deviation
1				
2				
3				
4				
5				
6				
7				
8				
9				

Authorized Signatory
Name:
Designation:
Vendor’s Corporate Name
Address
Email and Phone #
Date:

Annexure 07 – Conformity with Hardcopy Letter

(***This letter should be on the letterhead of the bidder duly signed by an authorized signatory***)

To
The General Manager (DIT),
Central Bank Of India,
DIT Belapur,
Mumbai-400614

Sir,

Sub: TENDER for Supply

, Implementation & Maintenance of Centralized KYC Registry Solution.

Further to our proposal dated …………., in response to the Request for Proposal (Bank's Tender No………………………………… hereinafter referred to as **"TENDER"**) issued by Central Bank Of India (**"Bank"**) we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the TENDER and the related addendums and other documents including the changes made to the original Tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Yours faithfully,

Authorized Signatory
Name:
Designation:
Vendor's Corporate Name
Address
Email and Phone #

Annexure 08 –Conformity Letter

(***This letter should be on the letterhead of the bidder duly signed by an authorized signatory***)

To
The General Manager (DIT),
Central Bank Of India,
DIT Belapur,
Mumbai-400614

Sir,

Sub: TENDER for Supply, Implementation & Maintenance Centralized KYC Registry Solution

Further to our proposal dated ………., in response to the Request for Proposal (Bank's Tender No. …………………………….hereinafter referred to as "TENDER") issued by Central Bank Of India ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the TENDER and the related addendums and other documents including the changes made to the original Tender documents issued by the Bank shall form a valid and binding part of the aforesaid TENDER document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory
Name:
Designation:
Vendor's Corporate Name
Address
Email and Phone #

Annexure 09 – Letter of Undertaking from OSD / OEM

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

To
The General Manager (DIT),
Central Bank Of India,
DIT Belapur,
Mumbai-400614

Sub: TENDER for Supply and implementation of Centralized KYC Registry Solution

Sir,

We ………………………… (Name of the OSD / OEM) who are established and reputable manufacturers / developers of ………………………… having factories at ………, ……… and …………… do hereby authorize M/s ……………………… (who is the vendor submitting its bid pursuant to the Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with you for supply of ……………………………………………… which are manufactured / developed by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorised the Bidder for this purpose.

We undertake to perform the obligations as set out in the TENDER in respect of such services and hereby extend our support and services through M/s.……………… during the 5 year contract period as per terms and conditions of the TENDER.

We assure you that in the event of M/s ……………………… not being able to fulfill its obligation as M/s ……………………… vendor in respect of the terms defined in the TENDER, …………………………………… (OEM / OSD Name) would continue to meet these either directly or through alternate arrangements without any additional cost to the Bank.

Yours Faithfully

Authorised Signatory
(Name:
Phone No. Fax E_mail)

Annexure 10–Undertaking of Information Security

(***This letter should be on the letterhead of the bidder as well as the OEM/ Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement)***

To
The General Manager (DIT),
Central Bank Of India,
DIT Belapur,
Mumbai-400614

Sir,

Sub: TENDER for Supply and implementation of Centralized KYC Registry Solution

We hereby undertake that the proposed solution / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Yours faithfully,

Authorized Signatory
Name:
Designation:
Vendor's Corporate Name
Address
Email and Phone #

Annexure 11–Technical Requirement (Project Scope)

Bank intends to implement & maintain Centralized KYC Registry Solution (CKYCR) as per banks requirement. Bank will award the contract to the successful vendor and the vendor should deliver the service with the following detailed scope:

Broad Scope of Work

- Data capturing page of proposed solution given for branch users should validate PAN and Aadhaar number from NSDL and UIDAI sites.
- The proposed solution should be capable of fetching data and required attachments from CKYCR and pre fill the data entry screen of branch while on boarding the customer / modifying the existing customer profile.
- The system should be capable of capturing data of new / legacy account of individual and legal entities as per template of CKYCR.
- The Proposed solution should be capable of uploading customer documents such as photo, proof of identity, signature and proof of address into the application electronically with CKYCR system and auto setting has to be configured such as and passport or other Official Valid Documents - OVD will be as per the CERSAI specifications of CKYCR.
- The system should check the names of customers with the data base of Central KYC Registry, as per bank's requirement.
- If any value of particular field as per CKYCR template is not available in Bank's Core Banking Solution, the branch user will fill the required additional details in the proposed solution. So the proposed application should have sufficient data entry / upload module to accept the gap data for a single / multiple customers at a time.
- The Proposed solution should be capable to identify of customer at the time of on boarding.
- The Proposed solution should be capable of uploading data to CKYCR server and downloading data from CKYCR server.
- The Proposed solution should be capable of bulk uploading/downloading of required information and documents to CKYCR server in the compressed format as per the prescribed format of CKYCR.
- The Proposed solution should be capable of downloading customer data/document based on unique ID given by CKYCR of the customer/legal entities without human intervention (integrate with Bank's in house software / Core Banking Solution /Existing KYC AML system as per the Bank's requirement).
- The Proposed solution should be capable of providing an interface to search through API on CERSAI platform to check whether the required CKYC is present in CERSAI database or not.

- The Proposed solution should have built in ETL tool to extract, transform and load data from Bank's in house software / Core Banking Solution / Existing KYC AML system for further process on daily basis
- The Proposed solution should be capable of identifying the records automatically which are to be uploaded to CKYCR server.
- The proposed solution should be capable of validating the using banks existing bio-metric system.
- The Proposed solution should be capable of mapping a new account to an existing customer automatically using business rules configured in the system. Such rules should be flexible and highly parameterized in the proposed solution. The rules can be added, changed or removed by Bank at any point of time and in case of customization required every time in the solution then there will not be any cost to Bank for this change request.
- The Proposed solution should be capable of picking up unlimited address types and number of address along with contact numbers and email details. Address change of the customer through this solution should be maintained in a user friendly and readable manner with the account linkage.
- The Proposed solution should be capable of capturing any future field or requirement by CKYC Registry, Regulators or Banks, from time to time.
- The Proposed solution should be capable of sending the information as per the escalation matrix for non-uploading of document or information in stipulated time given by CKYCR to different levels as per Bank's requirement.
- The Proposed solution should be capable of providing details to Bank and other monitoring authorities for progress/pendency of the work of screening/scrutiny of the work under correspondence with the field functionaries.
- The Proposed solution should be capable of maintaining proper history of uploading of customer data.
- The Proposed solution should be capable of receiving notification/deficiency from CKYCR and will give email to respective branch/user under copy to administrator/RO user/CO user.
- The proposed solution should have seamless integration (API/Web service) with CBS (B@nks 24) and document management system.
- The proposed solution should be implemented as per current CERSAI specification.it should also include all future changes/modification as per CERSAI guidelines
- Hardware:
    a) At present the Bank opens around 7000 to 8000 operative accounts of individuals and the same is expected to grow by 15-20% every year. The CKYCR will be implemented in all the branches covering all these accounts. Hence, the vendor should assess and specify the hardware size required for DC and DR centers, and should be scalable to meet the growth in the next three years.

b) Around 1800 to 2000 users will be accessing the system simultaneously. The vendor should assess the required hardware capacity in terms of hard disk and RAM
c) Around 1800 to 2000 users will be accessing the system simultaneously. The vendor should assess the required hardware capacity in terms of hard disk and RAM.
d) The system should work with existing band-width provided at branches for CBS i.e. 64 kbps to 256 kbps
e) The solution should support all leading database servers including Oracle, SQL Server

Functional and Technical Parameters for Evaluation:

Functional and Technical scoring will done on following criteria as part of Functional evaluation.

Sl. no.	Description	Bank's requirement (Mandatory parameter)	Bidder's response (RA/CU/UA)	Documentary evidence / configuration details to achieve the functionality
A	Software specifications:			
1	The software application at HO should have the capability to download the KYC data from the CBS, after the day end process, on daily basis, and as per the prescribed format, confirming to the template duly validated, in respect of all the operative accounts newly opened by the individuals on the previous day.	Mandatory		
2	• The scanning utility for branches should have the capability to scan the photograph, specimen signature, photo identity proof and address proof of all the newly opened accounts, as mentioned at (1) above, and crop / resize the same automatically as per the following specification, prescribed by CERSAI as per their operating guidelines: a) Documents should be scanned in grey scale with a scanning resolution of 150-200 DPI b) Photograph has to be scanned in mode with dimensions of 200X230 pixels and size should be between 20-50 KB	Mandatory		

	c) The file format should be TIF, TIFF, PDF, JPEG, JPG. d) The maximum file size should not exceed 350 KB for individual KYC records, For Legal Entity customers as per CERSAI specifications (all the four documents put together) • The images scanned at the branches through the scanning utility should be moved to central server at HO, after the day end process.			
3	• The software application should have the capability of generating a bulk file at HO for uploading to the CERSAI server, duly conforming to (1) above, after collating KYC data with the scanned images available in the HO server and match the same, customer-wise. • The software should have the capability for zipping the images for each record separately and digitally sign the master zip file for uploading to CERSAI.	Mandatory		
4	On uploading to CERSAI, response files will be generated by CERSAI. These files contain success records, error records and download records. The software application should have the capability to read these 'response files' generated after uploading the bulk files (as mentioned at 3 above) to the CERSAI Server.	Mandatory		
5	Success Records: Wherever the uploaded files are accepted by the CERSAI successfully, the software application should have the capability to – a) Generate a daily report file showing details like customer id, customer name and the unique 14- digit KYC identifier number allotted by CERSAI. b) Based on this report, the 14-digit KYC identifier number is to be imported to the B@nks 24 by the Bank manually for updating the same in the respective customer profile. Download Records: The software should also have the capability to download the KYC records of the customer who are already having banking account with other banks, on providing the 14-digit KYC Identifier issued by CERSAI.	Mandatory		

	(Unique KYC identifier numbers are allotted by CERSAI under two scenarios viz. (1) where the party is a new customer opening banking account for the first time and (2)where the party is already having banking account with some other bank. In both these cases, the work flow is the same). Error Records: Wherever there is failure in uploading the file, the application should have the capability to – • read the response file and show the error message or error description for the given error code • provision to transmit the error messages to the respective branches for rectification / clarification by the branches wherever branch intervention is needed • re-upload the rectified records to CERSAI thereafter • maintain the history of error records	Mandatory		
6	Probable match: On uploading the KYC records, where there is no match or exact match exists, Banks will be provided with the 14-digit KYC Identifier. Where a probable match exists for the KYC data uploaded, the records will be flagged by CERSAI for reconciliation by the banks. The software should have the capability of – • Identifying and displaying such probable match cases flagged by CERSAI for reconciliation by the Bank. • Transmitting such probable cases to the respective branches for reconciliation/ resolution by the branches, wherever branch intervention is needed. • To download the KYC records from the CERSAI server, if probable match cases are found to be an 'exact match'	Mandatory		

	• To forward such cases to CERSAI, if probable match cases are found to be 'no match'. • The reconciliation of 'probable match' cases should be completed within 5 working days, beyond which such records will be withdrawn by CERSAI. Hence, the software should have the capability of generating a report indicating details of such cases.			
7	The software application should have the capability for uploading the files as mentioned above, in respect of legacy accounts and all accounts being opened.	Mandatory		
8	The Software should have the capability for uploading the files in respect of both individual / Non-Individual (legal entities), as mandated by RBI / GOI / IBA/ CERSAI. In case the field structure is different for the above entities, the same should be taken care of.	Mandatory		
9	The software should have a provision to attach digital signatures to the bulk files while uploading to CERSAI server	Mandatory		
10	The software application should support and be compatible, in case any existing set up is changed / upgraded, including but not limited to Digital KYC/ Video CIP, even if account opening is centralized at a later date.	Mandatory		
11	The software application should also support the existing B@nks 24 version as well as any future upgrades.	Mandatory		
12	The solution should support Windows versions **7** and above, Browser Google Chrome/ Internet explorer 10 and above.	Mandatory		
13	The vendor should have proper license to use third party software, if any, and bank will not be liable in the event of any legal complications arising out of it. Proof of license should be provided to the bank, in such cases.	Mandatory		
14	The software should not change any configuration of PCs / Desktops / Scanners used at the branches.	Mandatory		
15	The software application should adhere to and comply with bank's password policy enforcement.	Mandatory		
16	Maker-checker must be available wherever manual intervention authentication is envisaged.	Mandatory		
17	The software application and scanning utility should conform to all regulatory, statutory, legal acts and rules including IT and cyber security norms with subsequent amendments.	Mandatory		

B		General aspects:		
18	The vendor should provide support, if the Bank switches over to any other application for implementing CKYCR.	Mandatory		
19	Vendor should provide user manuals, technical manuals to the Bank for future reference, guidance and use.	Mandatory		
20	The vendor should provide training to the officials of the user department (KYC Cell/ DIT staff) and also an official from DIT for matters related to technical aspects,	Mandatory		
21	The vendor should also provide training to additional staff members working at training centers/ branches, if required, as per exigencies to fulfill the CKYC compliance by the Bank.	Mandatory		
22	The activities of every user in workflow should be logged by the system automatically for each record and the same should be available for audit trails. For the management system, all activities at admin console should have an audit trail of all logon attempts and operations. Confidential Logs should be tamper-proof. Tools should be provided to check the integrity of logs.	Mandatory		
23	The software application should have real-time MIS Dashboard, duly displaying the details of accounts opened, uploaded, approved, rejected on a daily basis. It should provide details to Bank/ monitoring authorities on the progress/ pendency of work and scrutiny of work with field functionaries. It should also have the ability to add new reports as and when required.	Mandatory		
24	The selected bidder should provide support for Data archival, retrieval and purging as per the requirement of the Bank.	Mandatory		
25	Bidder has to provide hardware sizing and the Solution requirement (including OS, Application/ Web / Database Server, Browsers, etc..) for the solution. The solution should handle uploading of customer data to CERSAI portal without any down time. The application solution should be able to handle the above requirements. The bidder must take into account the above points and suggest the size of the hardware at the commencement of the project itself and ensure that the resource utilization is always within 70% at any point of time.	Mandatory		
26	The system must be scalable to initially for a minimum 25,000 customers per day and going forward without any limitation to accommodate new branches/offices /software's/use and also for handling bulk volumes of legacy data. Presently Bank having customer base of approx. 7 crores which includes Legacy data of approx. 1.00 crore (From 1st Jan 2017 to 31.03.2021) 5% growth in customer base YOY.	Mandatory		

27	The selected bidder shall own the responsibility to demonstrate that the services offered are as per the specification/performance stipulated in this Tender and as committed by the bidder either at site or in bidder's work site without any extra cost to the Bank.	Mandatory		
28	The broad scope of project envisages a complete solution for Central Know Your Customer Registry which includes supply, installation, design, sizing, customization, configuration, integration, maintenance, support of the software and other components required. This would also envisage parameterization, historical data management, verifying data quality, migrating data, user acceptance testing, documentation, trainings, knowledge transfer and support.	Mandatory		
29	The proposed CKYCR Software should meet the present/ future guidelines of Government/ Regulatory Bodies / CERSAI etc.,	Mandatory		
30	The Bidder should Install/re-install, configuration/re-configuration of CKYCR application, OS, Database & other software/utilities/Drivers for Production, UAT and Archival setups during the contract period and also maintain and support the present/future proposed interfaces to CERSAI should be provided without any additional cost to the Bank.	Mandatory		
31	Bidder should identify dedicated technical support co-coordinators who would provide technical support to the Bank's team and ensure smooth completion of day to day activities. Support should be available on Onsite/ Offsite currently at Mumbai and Navi Mumbai on all Business days during 08:00 to 20:00 Hours to the Bank. If bidder is not able to resolve the issue then the bidder has to visit to the Bank's premises for resolving the same at no extra cost to the Bank. The support should be available on call also.	Mandatory		
32	The licenses for the proposed solution should be enterprise wide and there should not be any restrictions in issuing licenses based on no of users, no of branches, no of channels integrated, no of systems integrated, no of uploading/downloading documents or transactions or files and asset size of bank etc..	Mandatory		
33	The proposed solution should be capable to identify De-duping of customer at the time of on-boarding.	Mandatory		
34	The proposed solution should be capable of providing an interface to search through API on CERSAI platform to check whether the required CKYC is present in CERSAI database or not.	Mandatory		
35	Any changes to be carried out in the CKYC Application due to various direction issued by Regulator / Statutory body etc which require API's, Should be provided by successful bidder, during the entire contract period.	Mandatory		

36	The proposed solution should be capable of sending the information as per the escalation matrix for non-uploading of document or information in stipulated time given by CKYCR to different levels as per Bank's requirement.	Mandatory		
37	The proposed solution should be capable of receiving notification / deficiency from CKYCR and will give email to respective branch/user under copy to administrator/ RO/ ZO user.	Mandatory		
38	The proposed solution should be capable to send SMS/ email alert to respective customers whose Notification comes to the branch. It should have a workflow and all interaction with www.ckycindia.in or the CKYCR system should happen through secure FTP (File transfer protocol) and SSL (Secured Sockets Layer). Bank's SMS and email gateway details will be disclosed separately with successful bidder.	Mandatory		
39	Detailed process documentation, Standard operating procedures and management of solution should be created and submitted to the bank.	Mandatory		

Scoring methodology for functional parameters:

Feature Status	Short form	Remarks
Readily Available	RA	The feature is already supported and included in the out-of-the-box solution ***(3 Marks shall be allotted)***
Customization	CU	Can be developed / customized and delivered along with the Solution, prior to implementation at no extra cost. ***(1 Mark shall be allotted)***
Not supported / Unavailable	UA	This capability is neither supported nor available with this Solution. ***(No Mark shall be allotted)***

Please Note – During Demonstration if any of the required features are not demonstrated but the same feature has been mentioned as "Readily Available (RA)" as part of Technical Scoring Sheet then the same shall be changed to "No Marks (Not Supported / Unavailable)" in the Functional and Technical Scoring Sheet

Other terms & conditions forming part of the scope of the Project – Annexure- 11:

1) During the period of the contract, all upgrades/updates or requirements in software, licensing, implementation of upgrades/patches/version changes etc., due to whatsoever reason including but not limited to EOL or EOS, shall be done by the bidder without any additional cost to the bank. EOS/EOL solution will not be accepted and if any solution is declared EOS/EOL during period of contract, bidder shall upgrade the same well before its EOS/EOL without any additional cost to the bank. Non-availability of services of solution shall be counted as downtime.

2) For Sign-off of the successful commissioning of the solution, post installation and commissioning of solution at all locations (DC and DR), all respective technical/statutory parameters and VAPT Clearance must be submitted.

3) Post implementation of the solution, the scope contains support for the following activities, but not limited to, from time to time, in relation to maintenance and upgrades/updates/patches : (a) Troubleshooting & Performance Tuning, (b) Upgrades of supplied software, (c) Advisories on software upgrades & vulnerabilities, (d) Support during DR Drills, (e) OS Administration & patching as per OEM guidelines (f) Any support required to make systems & software up and running (g)Compliance to Audit observations (h)Compliance to VAPT observations (i) migration of solution to new infrastructure in case Bank wish to replace/migrate the existing infrastructure. These activities are to be carried out by bidder without additional cost to Bank. Note – The list mentioned above is the indicative list, however the successful bidder should provide end-to-end support and repair for any activities and resolution of any issues related to new deployment without any extra cost to the Bank.

4) The patches (critical / non-critical) as and when released by OEM, for the proposed solution, to be tested first in test environment, and thereafter deployed, installed and configured by bidder’s team at bank’s site, as per Bank's requirement during the contract period without any additional cost to Bank.

5) The bidder has to provide a certificate, on OEM's letter head for upgrade and uninterrupted maintenance support for period of five (5) years.
6) Post installation of Solution with all its component including OS, VA & PT (Vulnerability Assessment & Penetration Testing) shall be conducted and report will be provided by Bank Info Sec Team to bidder. All findings/issues pointed out in the report to be complied/fixed before installation of the software (Database, application). Moreover, periodic review audit of the database and application is conducted by Information Security and other authorities on the installed components, and its report including VAPT Reports to be complied by bidder/OEM within the timelines, during the entire period of contract.

7) The Bidder should provide changes (updates) and upgrades (including version upgrade) with regard to changes in regulatory/statutory/governing bodies’ requirements at the earliest (to complete the activity before the deadline set by the authority) and free of cost during the contract period.

8) The Bidder should provide and implement functionality changes as required by the end user during the contract period.

9) The Bidder shall mandatorily comply with the service Level /High availability and Uptime requirements. For the complying the same, if bidder has to deploy/engage additional resources shall be included in the offer/price schedule itself. No additional cost shall be entertained for matching the SLA/Uptime requirement as asked in the RFP for contract period.

10) The Bank as its discretion, reserves the right to shift the solution to a new location during the contract period (within Data Centre or outside Data Centre) depending upon the requirement. Accordingly, the bidder will arrange to shift the same and install and commission at new location without any additional cost to the Bank.

11) The bidder shall provide clear requirement for Bank's provided infrastructure. Any additional/change in requirement regarding Bank provided infrastructure will not be entertained by the Bank after awarding the contract. The Bidder shall be responsible for delivering the same. The integration with Bank's existing and future tools will be responsibility of bidder without any additional cost to the Bank. In case, if any OEM can't integrate with third party monitoring tool for OEM product, bidder need to be bundle OEM tool in his response to the bid. (Performance, Availability, Patching, Monitoring, Dashboard with Graphical representation)

12) If the solution is not performing as per specifications/scope in this RFP, bidder shall upgrade/enhance the solutions / devices or place additional devices and reconfigure the system without any extra cost to the bank to match the scope and SLA.

13) The Contract Term / Project period to be considered as 5 years from the starting of the contract i.e. date of Implementation of central setup at DC and DR (in high availability and redundancy) and installation/availability of solution at all nodes/ end points of the Bank/Branches with all enabled features as per RFP. The central setup shall be implemented as asked in sizing of the solution and shall ensure high availability and redundancy to achieve the scope and SLA. The setup should have augmentation capacity to cater the future requirements.

14) The solution pending for sign-off beyond Implementation period will attract penalty for implementation delay. If reason for delays are not attributable to the Bidder, such cases may be suitably considered on case to case basis by the Bank on its sole discretion. The Bank may ask for extension of contract on same terms and commercials for required solutions for further period (minimum One Year) or its EOS/EOL date.

15) Bank will provide VM Infrastructure (Virtual Machine Servers running on Window OS, Storage, RAM) at DC and DRC only and Oracle Database. Operating system license other than Windows and database license other than Oracle should be provided by the bidder and the bidder shall include the same in the quoted price as per price schedule during submission of the bid. The bidder shall depute the qualified experienced professionals from OEM/bidder's solution team for troubleshooting and necessary installation and configuration of Operating System and Database for installation of procured solution in Bank's VM Infrastructure / private cloud including SCD preparation and VA PT compliance of each component.

16) Installation configuration and maintenance of Operating System and Database (including oracle) and other software will be the responsibility of the bidder.

17) Bidder shall quote necessary infrastructure/ appliances if required extra to match the solution as per bank's RFP requirements

18) The bidder has to integrate Solution procured under this RFP, with existing Backup infrastructure of the Bank. The Bank is having Tape library and a Backup software. The Bidder shall provide final VM Requirement as part of technical bid/solution design document as mentioned above. The VM requirement shall be verified in Technical Evaluation phase.

19) The bidder should have back to back OEM support for any proposed hardware (if any) and software during entire tenure of the contract. The Hardware should be with 3 years warranty and 2 years

comprehensive onsite AMC support. The software should be with one year warranty and four year comprehensive onsite ATS/AMC support.

20) The bidder is supposed to provide MAF (Manufacturer's Authorization Form) in Bank's format from all the OEM of the proposed solution.

21) The required power and networking cabling among all the proposed Servers (if any) should be carried out by the bidder for successful commissioning.

22) The bidder should submit a declaration that the proposed software is not having any bug and malicious code.

23) All the application connectivity (Internal as well as External) should be through Secured Channel with latest version of SSL which is to be provided by the bidder.

24) The solution should provide near real time replica between DC and DR Server.

25) The solution should be integrated with Bank's Document Management System, if required in future, without additional cost to Bank.

26) The bidder should provide architecture diagram of the proposed solution, Standard Operating Procedures and Installation & Configuration Documents.

27) At any point of time Bank will not allow remote connection from outside Bank's network.

28) On-site support of one Person should be provided from the date of operational of the project till the tenure of Project.

Annexure 12 - Service Levels:

The Vendor understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same, for the tenure of Contract under this TENDER. The Vendor therefore agrees and undertake that an exit resulting due to expiry or termination of Contract under this TENDER or for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period, and only after completion of the Vendors obligations under a reverse transition mechanism. During this period of Reverse Transition, the Vendor shall continue to provide the Deliverables and the Services in accordance with the contract under this TENDER and shall maintain the agreed Service levels. The Bank shall make payment for these services as per terms.

The Bank expects that the successful Vendor to adhere to the following minimum Service Levels:

- Any fault/ issue/ defect failure intimated by Bank through any mode of communication like call/e-mail/fax etc. are to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining "Penalties" that would be levied on the Successful Vendor.
- The Vendor should have 24X7 monitoring, escalation and resolution infrastructure.
- Time bound problem addressing team (onsite / offsite) for the complete contract period.
- Vendor to arrange for updation required in the system to meet the changes suggested by RBI/ Govt. of India/ regulatory authorities towards compliance as part of ATS at no extra cost to bank for the entire contract period. Any delay in meeting the timelines would result in penalty.
- Vendor will have to guarantee a minimum uptime of 99.5%, calculated on a monthly basis. Application availability will be 99.5% on 24x7x365. The penalty will be calculated as per the details given below.

Uptime percentage - 100% less Downtime Percentage

Downtime percentage - Unavailable Time divided by Total Available Time, calculated on a monthly basis.

Total Available Time – 24 hrs per day for seven days a week excluding planned downtime

Unavailable Time - Time involved while the solution is inoperative or operates inconsistently or erratically.

Uptime Percentage	Penalty Details
A >= 99.5%	No Penalty
99.0% =< A < 99.5%	2% of cost of monthly maintenance charges
98.5% =< A < 99%	5% of cost of monthly maintenance charges
A < 98.5%	Penalty at an incremental rate of 1% (in addition to a base of 5%) of cost of monthly maintenance charges for every 0.1% lower than the stipulated uptime

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. The SLA charges will be subject to an overall cap of **10% of the Monthly Maintenance Charges** and thereafter, Bank has the discretion to cancel the contract. If Vendor materially fails to meet an uptime of 99.50% for three (3) consecutive months, the Bank may have the right to terminate the contract. In case if there is no pending invoices to be paid by the Bank to the vendor, the vendor has to submit a pay order / cheque payable at Mumbai in favour of Central Bank Of India for the same within 15 days from the notice period from the Bank.

Availability Service Level Default

- Availability Service Level will be measured on a monthly basis.
- A Service Level Default will occur when the vendor fails to meet Minimum uptime (99.5%), as measured on a monthly basis.

Annexure 13 -Performance Guarantee

BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

The General Manager (DIT)

Central Bank Of India
DIT, Belapur
Mumbai 400 051

WHEREAS M/S …………………………………………… (Name of Vendor) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at , (Please provide complete address) (hereinafter referred to as "Vendor") was awarded a contract by Central Bank Of India (CBI) vide their Purchase Order no. ……………………………… dated …………………………. (hereinafter referred to as “PO”) for …………………………….
………………………………………………………………………

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. …………………. Dated …………………….. for ……………………… ……………………………………………………………………… (hereinafter referred to as “TENDER”), the vendor is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank in India in your favour for Rs……………………./- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and TENDER document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the Vendor has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Vendor, WE, ..……………………………..……………,a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act,1970/1980 having it’s .... Office at ……………………………………………………………………………………… and a branch interaliaat.. India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and it’s address) ....through our local office at .... India furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We .... do hereby expressly, irrevocably and unconditionally

undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs. ……................/- (Rupees ……………………………………………………….. only) against any loss or

damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Vendor of any of the terms and conditions contained in the PO and TENDER and in the event of the Vendor committing default or defaults in carrying out any of the work or discharging any obligation under the PO or TENDER document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.……………/-.(Rupees ………………………………………………

………………………………………… only) as may be claimed by you on account of breach on the part of the Vendor of their obligations or default in terms of the PO and TENDER.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the vendor has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Central Bank Of India shall be conclusive as regards the amount due and payable by us to you.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Vendor after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after …............................ (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and TENDER or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the vendor and either to enforce or forbear to enforce any of the terms and conditions of the said PO and TENDER and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the vendor or any other forbearance, act or omission on your part or any indulgence by you to the vendor or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. ……………./-(Rupees……………
……………………………………………………… only) as aforesaid or extend the period of

the guarantee beyond the said .... (date) unless expressly agreed to by us in writing.

5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the vendor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the vendor.
6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the vendor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.

7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the vendor from time to time arising out of or in relation to the PO and TENDER and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
8. Any notice by way of demand or otherwise hereunder may be sent by special courier, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing uncancelled and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. The Bank Guarantee shall not be affected by any change in the constitution of the vendor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will enure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the vendor in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the vendor shall have no claim against us for making such payment.
13. Notwithstanding anything contained herein above;
    a) our liability under this Guarantee shall not exceed Rs. ………………./- (Rupees …………………………………………………only)
    b) this Bank Guarantee shall be valid and remain in force upto and including the date .... and
    c) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
14. We have the power to issue this Bank Guarantee in your favour under the Memorandum

and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the ……… day of ……………………….., 20…..
For and on behalf of

Branch Manager
Seal and Address

Annexure 14 - Bank Guarantee for early release of retention money

BANK GUARANTEE

(FORMAT OF BANK GUARANTEE)

To
The General Manager (DIT)
Central Bank Of India
DIT,Belapur
Mumbai 400 051

Dear Sir,

WHEREAS …….……………………………………… (Name of Vendor) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at ………………………………………………….., (Please provide complete address) (hereinafter referred to as "Vendor") was awarded a contract by Central Bank Of India (CBI) vide their Purchase Order no. ……………………………… dated …………………………. (hereinafter referred to as "PO") for …………………………….
…………………………………………………………………. <details of equipment that supplied to be filled in table> and it has been agreed that a payment of Rs. ……………/- (Rupees ……………………………………………….. …………………………………. only) will be made to the vendor representing balance 10% of the consideration amount against the security of a Bank Guarantee from a Scheduled Commercial Bank.

2. Now this deed of guarantee witnesseth that in consideration of CBI agreeing to release a sum of Rs. ……………/- (Rupees …………………………………. only)representing balance 10% of the consideration amount payable to the vendor in terms of, the said agreement, we ……………………………. (Bank) having our head office at ………………………………………………. and amongst other places, a branch at …………………………….. (hereinafter referred to as the guarantor) do hereby expressly, irrevocably and unreservedly agree and undertake that :

a) In the event of vendor committing breach of any of the undertakings or committing default in fulfilling any obligation arising out of said agreement, we ………………………………. (bank) shall on demand, pay CBI without any demur Rs. ……………/- (Rupees …………………………………. only)and notwithstanding any right the vendor may have against CBI or any disputes raised by the vendor or any suit or proceedings pending in any competent Court of Law in India or otherwise or before any arbitrator, and CBI's written demand shall be conclusive evidence to us that such amount is payable by us under the said contract and shall be binding in all respects on the Guarantor.

3. The Guarantor shall not be discharged or released from the aforesaid undertaking and guarantee by any agreement, variations made between CBI and the vendor, indulgence shown to the vendor by CBI, with or without the consent and knowledge of the Guarantor or by any alterations in the obligations of the vendor by any forbearance whether as to payment, time performance or otherwise.

4. (a) This guarantee shall remain valid until (date which is 3 months after expiry of warranty period), or until discharged by CBI in writing.

(b) This guarantee shall be a continuing guarantee and shall not be revocable except with the previous written consent of CBI and save as aforesaid it will be in force until the vendor complies with its obligations hereunder.

(c) This Guarantee shall not be affected by any change in the constitution of the vendor by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

5. In order to give effect to this guarantee, CBI will be entitled to act as if the guarantor were the principal debtor and the guarantor hereby waives all and any of its rights of suretyship.

6. This guarantee shall continue to be in force notwithstanding the discharge of the vendor by operation of law and shall cease only on payment of the full amount by the guarantor to CBIof the amount hereby secured.

7. This Guarantee shall be in addition to and not in substitution for any other guarantee or security for the vendor given or to be given to CBI in respect of the said contract.

8. Any notice by way of request and demand or otherwise hereunder may be sent by post or any other mode of communication to the guarantor's address as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course by post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of CBI that the envelope was so posted shall be conclusive.

9. These presents shall be governed by and construed in accordance with Indian Law. Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs. ……………/- (Rupees …………………………………… on

b) This Bank Guarantee shall be valid up to (date which is 3 months after expiry of warranty period) and

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ______________(three months after the date of expiry of the warranty).

d) The guarantor has under its constitution powers to give this guarantee and Shri. …………………… (signatories) Officials / Managers of the Bank who has/have signed this guarantee has/have powers to do so.

Dated this .... day of................ 201 at ....

For and on behalf of........................... (Bank).

Authorised Signatory .... in favour of the Bank

Designation ....

Annexure 15 – Commercial Bid Format

SL.No.	Items	OTC (One Time Cost)	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
			AMT	AMT	AMT	AMT	AMT	AMT
1	Enterprise License* Cost	0.00	X	X	X	X	X	0.00
2	Implementation Cost	0.00	X	X	X	X	X	0.00
3	ATS (Annual Technical Support)	X	0.00	0.00	0.00	0.00	0.00	0.00
4	Any Other Charges **	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	Onsite Support Charges***	X	X	X	X	X	X	X
Total								**0.00**

Note

a. For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM.

b. The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.

c. If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.

d. All Deliverables to be supplied as per TENDER requirements provided in the Tender

e. The Service Charges need to include all services and other requirement as mentioned in the TENDER

f. The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.

g. The prices quoted by the bidder shall be all inclusive, of GST will be paid on actual on production of original receipt

8. *Enterprise License would mean - Unlimited Client License for Bank Branches in India & International territories, RRBs, Subsidiaries and associates both domestic & international

9. ** Details to be provided for any commercial provided against “Any Other Charges”. If bank feel quoted item is not required by the bank at the time of placing purchase order bank may keep this item as optional at the time of placing purchase order,

however for TCO calculation this cost will be on actual basis.

10. Onsite Support for the solution will be 24x7 and charges to be provided based on the manpower efforts in 3 shifts per day. The Bank has discretion to avail onsite support services and number of support engineers at person day cost given. However , for the TCO purpose 3 person day (3 shift x 1 person) x 365 for each year will be considered.
11. *** Onsite support charges is optional line item. The vendor must provide the cost for these optional items as one time cost (The quoted price should be valid for the contract period from the date of placing of purchase order). These prices would be considered for the calculation of TCO (Total Cost of Ownership) as OTC (One Time Cost) in first year. The Bank has discretion to avail any of these optional functionalities as per Bank's requirement during the contract period

Authorized Signatory
Name:
Designation:

Vendor's Corporate Name

Annexure 16 – Masked Commercial Bid Format

SL.No.	Items	OTC (One Time Cost)	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
			AMT	AMT	AMT	AMT	AMT	AMT
1	Enterprise License* Cost	X	X	X	X	X	X	X
2	Implementation Cost	X	X	X	X	X	X	X
3	ATS (Annual Technical Support)	X	X	X	X	X	X	X
4	Any Other Charges **	X	X	X	X	X	X	X
5	Onsite Support Charges***	X	X	X	X	X	X	X
Total								**X**

Note:

1. For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM.
2. The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.
3. If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
4. All Deliverables to be supplied as per TENDER requirements provided in the Tender
5. The Service Charges need to include all services and other requirement as mentioned in the TENDER
6. The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.
7. The prices quoted by the bidder shall be all inclusive of GST will be paid on actual on production of original receipt
8. *Enterprise License would mean - Unlimited Client License for Bank Branches in India & International territories, RRBs, Subsidiaries and associates both domestic & international
9. ** Details to be provided for any commercial provided against “Any Other Charges”. If bank feel quoted item is not required by the bank at the time of placing purchase order bank may keep this item as optional at the time of placing purchase order, however for TCO calculation this cost will be on actual basis.

10. Onsite Support for the solution will be 24x7 and charges to be provided based on the manpower efforts in 3 shifts per day. The Bank has discretion to avail onsite support services and number of support engineers at person day cost given. However , for the TCO purpose 3 person day (3 shift x 1 person) x 365 for each year will be considered.
11. *** Onsite support charges is optional line item. The vendor must provide the cost for these optional items as one time cost (The quoted price should be valid for the contract period from the date of placing of purchase order). These prices would be considered for the calculation of TCO (Total Cost of Ownership) as OTC (One Time Cost) in first year. The Bank has discretion to avail any of these optional functionalities as per Bank's requirement during the contract period

Authorized
Signatory
Name:
Designation:

Vendor's Corporate Name

ANNEXURE -17 : CERTIFICATE

(On letter head of the Company/ Firm)

To
The General Manager (DIT)
Central Bank Of India
DIT, Belapur
Mumbai 400 051

Request for Proposal (RFP) Ref: CO: Oper: KYC-AML: 2021-22/ 01 dated 09th July 2021

1. This is to certify that we have read the clause regarding restrictions on procurement from bidders of countries sharing land border with India as per Ministry of Finance Order (Public Procurement No. 1) dated 23rd July, 2020. Further, it is certified that our company is neither from a country sharing land border with India nor our company is an entity as under:
   a. An entity incorporated, established or registered in such a country
   b. A subsidiary of an entity incorporated, established or registered in such a country
   c. An entity substantially controlled through entities incorporated, established or registered in such a country.
   d. An entity whose beneficial owner (as per definition attached) is situated in such a country
   e. An Indian (or other) agent of such an entity
   f. A natural person who is a citizen of such a country
   g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

Place: **Signature:**

Date: **Name & Designation**

Company Seal

Note: The bidder should refer to detailed circular(s) issued by the concerned Ministry/Department of the Govt. of India.

ANNEXURE -18

PURCHASE PREFERENCES

Purchase Preference to Micro and Small Enterprises (MSEs) and Startups and Purchase Preference linked with Local Content (PP-LC) shall be applicable subject to full compliance of other terms and conditions of the RFP and Contract. Following are the conditions applicable as per the Government of India Guidelines on Purchase Preference.

1. **MICRO & SMALL ENTERPRISES [MSEs]:**
   Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.-33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines:

   1.1. MSEs should provide proof of their being registered as MSE (indicating the Terminal Validity Date of their Registration) for the item under Tender/ RFP along with their offer, with any agency mentioned in the Notification, including:

   1.1.1. District Industries Centers or

   1.1.2. Khadi Village Industries Commission or

   1.1.3. Khadi & Village Industries Board or

   1.1.4. Coir Board or National Small Industries Corporation or

   1.1.5. Directorate of Handicrafts & Handloom or

   1.1.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.

   1.1.7. For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.

   1.2. MSEs are exempted from paying Application fee/cost & EMD, subject to furnishing of valid certificate for claiming Exemption.

   1.3. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with the Bank as per Form PP-B.

1.4. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

2. **STARTUP**

No exemptions/relaxation shall be given to the STARTUP owing to the criticality and the sensitivity of the project. (Ref: As defined in the Gazette notification No DL-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time)

3. **Procurement through Local Suppliers (MAKE IN INDIA):**

Department for Promotion of Industry and Internal Trade, in partial modification (Paras 2. 3, 5, 10 & 13) of Order No P-45021/2/2017-B.E.II dated 15 6.2017 as amended by Order no. P-45021/2/2017-BE dated 28.05.2018, Order no. P.45021/1/2017-BE-II dated 29/05/2019 and Order no. 45021/2/2017-BE-II dated 04.06.2020 hereby issued the revised “Public Procurement (Preference to Make in India), Order 2017” dated 16.09.2020 to be followed to promote manufacturing and production of goods and services in India under “Make in India” initiative.

Note: The bidder should refer to detailed circular(s) issued by the concerned Ministry/Department of the Govt. of India.