



Central Bank of India

Tender Reference Number: CO:DIT:PUR:2021-22:336

Request for Proposal
for
Empanelment of IT and Cyber Security
Service Providers

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PURPOSE OF THE DOCUMENT

The Request for Proposal (hereafter referred to as “RFP”) document is meant for the purpose of enabling Central Bank of India to empanel vendors for Information Security related services as per the terms, conditions and specifications provided in this Request For Proposal (RFP) document.

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

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

1 INTRODUCTION

1.1 INVITATION FOR TENDER OFFER

Central Bank of India (hereinafter referred to as “Bank”) invites Request of Proposal from Certified empaneled vendors for empanelment for various Information Security related services. Commercial Bid will be called upon at the time of requirement of the services.

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

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

The schedule is given below:

Tender Reference Number	CO:DIT:PUR:2021-22:336
Tender Document Cost	INR 5,000/- (Rupees Five Thousand Only)
Earnest Money Deposit	INR 2,00,000/- (Rupees Two Lacs only)
Date of Commencement of sale of tender Document	25 th August, 2021
Pre-Bid meeting with Bidders	6th September, 2021 at 15:00 Hrs
Last Date and Time for receipts of tender offers	23 rd September, 2021 15:00 Hrs
Time & Date of Opening of technical bids	23 rd September, 2021 at 15:30 Hrs
Mode of bid submission & online portal's URL	Mode: Online URL: https://centralbank.abcpurchase.com/EPR_OC
Response Types	1. Technical Bid + Document Cost + Bid Security.
Address for Communication	Central Bank of India, DIT, Plot No 26, Sector – 11, CBD Belapur, Navi Mumbai- 400 614 E-Mail: cmcppadmin@centralbank.co.in smitpurchase@centralbank.co.in smit2infosec@centralbank.co.in
Place of Opening tender offers	Central Bank of India, DIT, First Floor Plot No 26, Sector – 11, CBD Belapur, Navi Mumbai- 400 614
Contact Telephone Numbers	Ph : 022 - 6712 3584, 6712 3669, 67123571

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

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

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

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

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

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

Fees for RFP document INR 5,000/- to be paid in the form of Demand Draft issued by a Scheduled Commercial bank in favour of "Central Bank of India" payable at Mumbai and the DD should be submitted prior to the pre bid meeting. The tender fee can also be submitted by way of NEFT in account no. 3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration "Tender ref no CO:DIT:PUR:2021-22:336 "in favour of "Central Bank Of India" and payable at MUMBAI. The proof of payment of RFP document cost also to be uploaded with the Technical Bid, by those who want to download the RFP from Website.

In case any vendor has not attended the pre-bid meeting and wants to participate in the RFP process, they are allowed for the same and the fee for RFP document can be submitted along with the "Technical Offer" on or before the prescribed last date of submission of the tender offers

Earnest Money Deposit, the quantum of which would be notified in the later phases of the process, should be submitted at the time of actual requirement of service. Tender offers (Technical) will be opened, in the presence of the tenderer's representatives who choose to attend the opening of tender. No separate communication will be sent in this regard. The Bank may accept bank guarantee in lieu of Earnest Money for an equivalent amount valid for 120 days from the last date of bid submission and issued by any scheduled commercial bank in India, except Central Bank of India. The Bank will not pay any interest on the Bid security. Alternatively, bidders can pay the Bid Security amount through NEFT in the account no. 3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration "Tender ref no - CO:DIT:PUR:2021-22:336 "-

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

1.2 ABOUT THE BANK

Central Bank of India herein after referred to as the “Bank”, established in 1911, was nationalized in the year 1969 and today is a leading public sector Bank listed in BSE/NSE.

The organizational structure of the Bank consists of four tiers viz., Central Office (CO), Zonal Offices (ZO), Regional Office (RO) and Branches. CO, consisting of various functional departments deals with mainly policy formulation, setting of targets and monitoring of performance. The Bank has set up 10 Zonal Offices to exercise immediate supervision and control over the 90 Regional Offices, which in turn supervise the branches under their jurisdiction. The Bank has pan India presence with a network of 4646 branches.

Central Bank of India is floating the RFP for Empanelment of Information Technology / Cyber Security Service Providers (ITCSSPs).

1.3 PROJECT OBJECTIVE

The Bank invites Request for Proposal [RFP] from reputed Cert-In empanelled Companies / firms / Service Providers who have proven experience in the field of work/consultancy related to Information Security, Information Technology (IT) / Information System (IS) Audit, Cyber Security and related work and fulfil the eligibility criteria as given in this document. The Bidder should provide various consultancy, services and activities related to Information Technology and Cyber Security Services for the Bank.

Bank intends to have an Empanelment of Information Technology / Cyber Security Service Providers (ITCSSPs) for IT and Cyber security and IS Audit related work, approximately for a period of Two Years at Bank's discretion. This would be subject to annual review. Bank reserves the right to de-empanel any empanelled ITCSSPs. If the empanelled vendor is de-empanelled by Cert-In during empanelment period with Bank, vendor's empanelment with Bank will also get terminated automatically, however in such case vendor has to ensure any ongoing service / project should be completed in due course of time. Empanelment does not confer any rights on the vendors to necessarily receive assignments/jobs. This allocation of assignments/jobs will be at the sole discretion of the Bank.

Bank intends to empanel maximum Ten (Top Ten) or minimum Three vendors in consultant category under this RFP. In case the empanelled ITCSSPs do not respond to the quotation / inquiry by Bank on three occasions or do not perform / execute the assignment during the validity of the empanelment, they may be delisted from the Panel by the Bank. The decision of the Bank will be final and binding on the Empanelled ITCSSPs. The purpose of the Bank behind this RFP is to seek a detailed technical bid for empanelment of Information Security Service Providers & Consultant (ITCSSPs).

1.4 PROJECT SCOPE

A description of the envisaged scope is enumerated as under. However, the Bank reserves its right to change the scope of the RFP so as to address the need or requirements. Types of present and future activities and services required by Bank are covered/defined in this RFP is illustrative and indicative but not exhaustive. The scope may also undergo changes/updates due to implementation of new products, technology, projects,

configuration requirements, business needs, legal and regulatory requirements etc. Vendors are expected to update and include additional relevant items in these activities to confirm to global best practices and currently available knowledge base.

The Bidders shall be responsible for various Information Security related services assigned by Bank at the time of actual requirement during the tenure of empanelment like (but not limited to) Vulnerability Assessment, Penetration Testing, various types of IS Audits, Web and Application Security, Forensic Analysis, various consulting services like PCI DSS, Cyber Law, BCP, Security Solutions etc., Code Review, Product Evaluation, Vendor Risk Assessment, Security and Network Architecture Review, Technical standard creation, creation of Standard Operating Procedures (SOP), Documentation of policies, processes, procedure creation/Review/Modification, Red Team Exercises, Phishing Drills, Cyber awareness initiatives, Threat modelling for various software / App development, Investigations of cyber frauds reported by Bank / customers etc.

In addition to the above mentioned services, Bank may also avail services for any such other similar activity as decided by the Bank during the empanelment period, which should be completed in timely manner as required/stipulated by the Bank. Scope of each activity will be decided during the actual requirement and will be shared with the empanelled vendors.

1.5 PROJECT LOCATION

Depending on the requirement of services, scope of location will be decided. However locations will be within India only and out of below locations of Bank.

1. Bank's Primary Data Centre
2. DR Site
3. Near Site
4. Various other administrative offices, Branches and ATMs within India.

2 BROAD SCOPE OF WORK:

Types of services required by Bank are covered/defined in this RFP is illustrative and indicative but not exhaustive. The scope may also undergo changes/updates due to implementation of new products, technology, projects, configuration requirements, business needs, legal and regulatory requirements etc. Vendors are expected to update and include additional relevant items in these activities to conform to global best practices and currently available knowledge base.

Common Deliverables

- Clarifications
- Discussions
- References / Rationale for recommendations

Reports would be in

- Soft copies with screen shots
- Hard copies – Two nos.
- Tool generated Outputs
- Audit evidence
- Soft outputs which are importable into a database, spreadsheet, or GRC platform e.g. XML files, CSV files etc.
- Tracking sheet
- Metrics and Dashboards
- Power point presentation
- Vulnerabilities identified
- Exploit Reports and supporting Evidences
- Vulnerability ratings
- Threat Profile
- Test Plan
- Compliance profile covering compliance with Banks policies, legal and regulatory requirements (inclusive of RBI Guidelines on Information Security, Electronic Banking, Technology Risk Management and Cyber Frauds etc.)
- Short Videos and Presentations for awareness sessions
- Information/Cyber Security Awareness Quiz questions
- Compliance requirements wherever applicable
- Screenshots and code listing or line numbers wherever feasible in code reviews
- Solutions with details and additional resources.

The scope of work includes following but is not limited to:

- A. Bidders are required to indicate the service priority list, based on their skills, competencies, experience, ability and willingness to offer specific services in order of priority.
- B. Bank will have one group of empanelled ITCSSPs, based on the marks obtained in evaluation of Technical Bids.

2.1. Service Type

The detailed scope, work description and deliverables of required services are given in as below:

Mandatory Services :

2.1.1 Vulnerability Assessment and Penetration Testing

Vulnerability Assessment : Vendor should be able to cover a broad range of systems like Operating systems (Windows, Linux, AIX, Solaris etc.), Databases (MS SQL Server, MySQL, Oracle, DB2, PostGreSQL etc.), Web servers (WAS, Apache, Tomcat, IIS, OHS etc.), Application servers, Network devices (Cisco, Juniper etc.), Security devices (Cisco, Checkpoint, Juniper, Fortinet, PaloAlto, Sonicwall etc.). Vendors are expected to conduct the audit against the standard configuration document that bank has created, as also the latest global standards and industry best practices. In case, any new asset is identified during project execution, vendor is expected to develop the checklist and conduct the assessment.

Penetration Testing : The objective of the assessment is to determine the effectiveness of the security of organization's infrastructure and its ability to withstand an intrusion attempt. This may be achieved by conducting both reconnaissance and a comprehensive penetration test. This will provide good insight as to what an attacker can discover about the network and how this information can be used to further leverage attacks.

2.1.2 Various Audit services

Vendor should be able to conduct various Audits like General Purpose Audit, Process Audit, Cyber Security Audit, Compliance Audit, Risk Assessments, system specific audits, configuration audit etc. Scope of Audit will be shared by Bank at the time of actual requirement.

2.1.3 Web and Application Security

The tester should attempt to identify and exploit vulnerabilities that include the latest OWASP Top 10, including: Input validation, Injection, Cross site scripting, SQL and XSL injection, Cookie modification, Code execution, Buffer overflow, URL manipulation, Weak Authentication and Session Management / Authentication bypass, File upload vulnerabilities, Insecure Direct Object References, Sensitive Data Exposure, Missing Functional Level Access Control , Secure implementation of features such as forgot password, password policies enforcement, CAPTCHA etc, Session hijacking, Cross Site Request etc.

2.1.4 Forensic Analysis / Investigations

Thorough examination of information regarding any suspicious cyber activities / attacks. Should be able to perform structured investigation and maintain a documented chain of evidence to find out exactly what happened and who was responsible.

- 2.1.5 Technical Standard, Standard Operating Procedures (SOPs) creation, Documentation - Policy, processes, procedure creation / review / modification – Develop minimum baseline security standard (MBSS) for various systems implemented at the bank. Review implementation of the MBSSs for servers OS, Web application, Database, Security Devices, Network Devices, Desktops etc. Draft new Policy, Processes, Procedure for Bank as per Bank/ Regulatory requirement. Review /Modification of Existing policy as per industry best practices. Gap assessment etc.

Optional Services :

- 2.1.6 Consulting services (like PCI DSS, Cyber Law, BCP, Security Solutions etc.)
Vendor should be able to provide consulting services for like PCI DSS, Cyber Laws, BCP, Security Solutions, ISO certifications etc
- 2.1.7 Code Review
The code review activity should help the bank in uncovering any vulnerability that an adversary may potentially exploit.
- 2.1.8 Product Evaluation
The objective of the activity is to help bank identify and analyse various security products based on requirement and suitability for the bank.
- 2.1.9 Vendor Risk Assessment
The review should covers security control areas like HR Security, Physical Security, Email Security, Logical Access control, Business continuity, Change management, Incident management, Media handling, Vendor governance, Network security, Systems security, Legal & compliance and each vendor should be assessed based on applicability of the controls.
- 2.1.10 Security and Network Architecture Review
Consultant shall review the Data centre and Wide Area Network of Bank to identify single point of failures, network availability, logical segregation and deployment of security products/technologies etc. The assessment is to be carried out for Data centre LAN, DRLAN, network connectivity from branch office to Data centre, Sample branch networks and ATM networks etc.
- 2.1.11 Red Team Exercise
In order to put Bank's cyber security defence to the test, Bank intends to run a real world scenario that's designed to measure how well organization's defensive and response capabilities will stand up against social, physical, network and application attacks from a simulated real-life adversary.
- 2.1.12 Phishing Drills / Cyber Awareness Initiatives
Phishing attacks take many forms such as a fraudulent email that impersonates any official and the victim is often asked to respond by selecting an infected link of visiting a compromised website so that sensitive information can be shared

with the attackers. Conduct periodic phishing drills to enhance cyber awareness within employees.

2.1.13 Threat Modelling for various Software / App Development

Analysis of Bank's various Business software/applications/mobile apps for attack simulation and threat analysis, Model attack scenarios, Calculate residual risks, Identification of threats and assigning possibility to each threat, Mapping of threat to security controls, Development of threat assessment framework for Bank.

In addition to the above mentioned services, Bank may also avail similar services for any such other related activity as decided by the Bank during the empanelment period, which should be completed in timely manner as required/stipulated by the Bank. Scope of each activity will be decided during the actual requirement and will be shared with the empanelled vendors.

2.2 Required Skill Set:

The bidder should have adequate number of skilled resources to meet Bank's requirements as per the table given below:

Skill Set Level	Relevant Work Experience	Basic Requirements
Level-1	3 to 5 years	• Certificate CEH, CCNA/CCNP, Associate of CISSP, CISA, CISM, Specialized Product certifications • Experience Conduct of domain level assessment
Level-2	Above 5 years	• Certificate CISSP, CISA, CISM, CRISC, CHFI, Specialized Product/domain certifications • Experience - Previous experience in specialized services

The bidder will be expected to provide helpdesk–voice / email / portal based support for some of the services as desired by the Bank. This should include escalation matrix. The availability of this service should be commensurate with the type of service like 24*7 log monitoring.

The bidder should provide requisite report including dashboard etc for all Regulatory / Compliance and Security requirements.

All the services provided by the bidder should conform to the security best practices.

The bidder should comply with Bank's Information Security Policy & Cyber Security Policy and procedures (The policy may revise time to time) in key concern areas relevant to the RFP.

2.3 PROJECT TIMELINES

Project timelines will be decided by Bank during the actual requirement of service.

Penalty

- The Bank expects the Bidder to complete the scope of the project as mentioned in the scope of work including sign off from the Bank within the maximum timeframe defined by Bank during awarding of the service.
- The proposed rate of penalty for non-compliance would be **1%** of the value of the contract per completed week post the completion of given timeline of the project or & shall be maximum of 10% of the total cost of the Purchase Order from the finalized Bidder for the Bank.
- For example, if the selected bidder is not able to complete tasks and deliverables mentioned in the broad scope of work above, during the course of the given timeline, and takes 21 days further to complete the project, the penalty charged will be 3% of the final value of the contract (excluding the taxes).
- However, Penalty will not be levied for reasons/delay solely attributable to the Bank.

3. TERMS AND CONDITIONS

3.1 GENERAL

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

The Bank expects the Bidder to adhere to the terms of this RFP and would not accept any deviations to the same. If the Bidder has genuine issues only then it may provide the nature of non-compliance to the same in the format provided. The Bank reserves its right to not accept such deviations to the tender terms. Refer Annexure 13 - Comments on Terms and Conditions.

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

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

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

3.2 BID SUBMISSION

- All responses received after the due date/time be considered late and would be liable to be rejected. E-procurement portal will not allow lodgement of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act upon any reason for late submission of response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever.
- **"Cost of Tender Document"** may be paid through NEFT favouring CENTRAL BANK OF INDIA, BANK ACCOUNT NO. 3287810289 IFSC CODE - CBIN0283154 or by way of Bankers Cheque/Demand Draft/Pay Order favouring Central Bank of India, payable at Mumbai, which is non-refundable, must be submitted separately along with RFP response. The Bank may, at its discretion, reject any vendor where application money has not been furnished with RFP response.
- The details of the transaction viz. scanned copy of the receipt is required to be uploaded on e-procurement website at the time of final online bid submission The RFP response without the proof of amount towards Application Money / bid security are liable to be rejected
- **Bid Security / Earnest Money Deposit: "Earnest Money Deposit"** shall be paid through NEFT (National Electronic Fund Transfer) favouring CENTRAL BANK OF INDIA, BANK ACCOUNT NO. 3287810289, IFSC CODE - CBIN0283154 or by way of Bankers Cheque/Demand Draft/Pay Order favouring Central Bank of India, payable at Mumbai, or

a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Central Bank of India) located in India, in the format provided in the RFP

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

- In accordance with Government of India guidelines, Micro and Small Enterprises are eligible to get tender documents free of cost and also exempted from payment of earnest money deposit upon submission of valid MSME certificate copy.
- Start-ups (which are not MSEs) are exempted only from Bid security amount.

3.2.1 Instructions to Bidders – e tendering

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

3.2.2. Registration Process for Bidders

- a) Open the URL: <https://centralbank.abcprocure.com/EPROC/>
- b) On Right hand side, Click and save the Manual "**Bidder Manual for Bidders to participate on e-tender**"
- c) Register yourself with all the required details properly.
- d) TRAINING: Agency appointed by the Bank will provide user manual and demo / training for the prospective bidders
- e) LOG IN NAME & PASSWORD: Each Vendor / Bidder will be assigned a Unique User Name & Password by the agency appointed by the Bank. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the agency appointed by the Bank.

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

Bid Submission Mode.	https://centralbank.abcprocure.com/EPROC Through e-tendering portal (Class II or Class III Digital Certificate with both Signing & Encryption is required for tender participation)
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Support person and phone number for e-tender service provider for any help in accessing the website and uploading the tender documents or any other related queries.	e-Procurement Technologies Limited Technical Support Team Mr. Sujith Nair: 079 68136857 sujith@eptl.in Ms. Geeta : 079 90334460 geeta@auctiontiger.net Ms.Khushboo : 09510813528 khushboo.mehta@eptl.in Mr. Jainam : 079 68136852 jainam@eptl.in Ms. Pooja : 09328931942 pooja.shah@eptl.in Ms. Komal : 07904407997 komal.d@eptl.in Mobile Numbers: +91-9904407997 9081000427
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Note: please note Support team will be contacting through email and whenever required through phone call as well. Depending on nature of assistance support team will contact on the priority basis. It will be very convenient for bidder to schedule their online demo in advance with support team to avoid last minute rush.

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

Preparation & Submission of Bids

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

Do's and Don'ts for Bidder

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

- Part submission of bids by the Bidder's will not be processed and will be rejected.

Terms & Conditions of Online Submission

1. Bank has decided to determine L1 through bids submitted on Bank's E-Tendering website <https://centralbank.abcprocure.com/EPROC>. Bidders shall bear the cost of registration on the Bank's e-tendering portal. Rules for web portal access are as follows:
2. Bidder should be in possession of CLASS II or CLASS III-Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
3. Bidders at their own responsibility are advised to conduct a mock drill by coordinating with the e-tender service provider before the submission of the technical bids.
4. E-Tendering will be conducted on a specific web portal as detailed in (schedule of bidding process) of this RFP meant for this purpose with the help of the Service Provider identified by the Bank as detailed in (schedule of bidding process) of this RFP.
5. Bidders will be participating in E-Tendering event from their own office / place of their choice. Internet connectivity /browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
6. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider or Bank is not responsible.
7. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the E-Tendering Auction successfully.
8. However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
9. Failure of power at the premises of bidders during the E-Tendering cannot be the cause for not participating in the E-Tendering.
10. On account of this, the time for the E-Tendering cannot be extended and BANK is not responsible for such eventualities.
11. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Tendering irrespective of the cause.
12. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.
13. During the submission of bid, if any bidder faces technical issues and is unable to submit the bid, in such case the Bank reserves its right at its sole discretion but is not

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

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

15. Bidders are suggested to attach all eligibility criteria documents with the Annexures in the technical bid.

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

3.2.3.1 Pre-requisites to participate in the Tenders

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

Registration of New Bidders:

<https://centralbank.abcpocure.com/EPROC/bidderregistration>

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

3.2.3.2 Preparation of Bid & Guidelines of Digital Certificate

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

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

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

Certificate which is used to encrypt the data / information and Signing Digital Certificate to sign the hash value during the Online Submission of Tender stage. In case, during the process of preparing and submitting a Bid for a particular Tender, the Bidder loses his / her

Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online. Hence, the Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

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

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

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

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

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

3.2.3.3 Recommended Hardware and Internet Connectivity

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

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

Toolbar / Add on / Pop up blocker

Users should ensure that there is no software installed on the computers which are to be used for using the website that might interfere with the normal operation of their Internet browser. Users have to ensure that they do not use any pop-up blockers, such as those provided by Internet Explorer and complementary software, like for example the Google

tool bar. This might, in certain cases depending on users' settings, prevent the access of the EAS application.

3.2.3.4 Online viewing of Detailed Notice Inviting Tenders

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

3.2.3.5 Download of Tender Documents:

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

3.2.3.6 Online Submission of Tender

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

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

Notes:

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

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

<https://centralbank.abcprocure.com/EPROC> Steps

to encrypt and upload a document:

- Select Action: Encryption -> Tender ID: (enter desired tender ID) -> Envelope: (Technical / Price Bid) -> Add File: (Select desired document to be encrypted) -> Save File(s) to: (select desired location for encrypted file to save).

- After successful encryption, format of encrypted file will change to .enc which is required to be uploaded by bidders.
- After encryption bidders are required to upload document as per the mandatory list mentioned in the envelope i.e. Technical.

Note: Bank and e-Procurement Technologies Limited shall not be liable & responsible in any manner whatsoever for failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. Bidder can fix a call with support team members in case guidance is required by calling on numbers mentioned in 10.2 above.

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

3.2.3.7 Closure of Bidding:

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

3.2.3.8 Online Final Confirmation:

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

3.2.3.9 Short listing of Bidders for Financial Bidding Process:

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

3.2.3.10 Opening of the Financial Bids:

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

3.2.3.11 Tender Schedule (Key Dates):

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

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

Technical Bid

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

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

Commercial Bid

The Commercial bid will be called upon during the actual requirement of services.

3.3 DATE OF SUBMISSION

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

3.4 LIABILITIES OF BANK

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

3.5 PROPOSAL PROCESS MANAGEMENT

Bank reserves the right to accept or reject any and all proposals, to revise the RFP, to request one or more re-submissions or clarifications from one or more Bidders, or to cancel the process in part or whole. Additionally, Bank reserves the right to alter the requirements, in part or whole, during the RFP process, and without re-issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP related processes.

3.6 DATE OF BID EXPIRATION

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

3.7 BIDDER INDICATION OF AUTHORIZATION TO BID

Responses submitted by a Bidder to this RFP (including response to functional and technical

Requirements) represent a firm offer to contract on the terms and conditions described in the RFP. The proposal must be signed by an official authorized to sign on behalf of Bidder's firm/ company. Bidder must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official

and submit the copy of power of attorney / authority letter authorizing the signatory to sign the bid.

3.8 RFP OWNERSHIP

The RFP and all supporting documentation/templates are the sole property of Central Bank of India and should NOT be redistributed, either in full or in part thereof, without the prior written consent of the Bank. Violation of this would be a breach of trust and may, inter-alia cause the Bidder to be irrevocably disqualified. The aforementioned material must be returned to Bank when submitting the Bidder proposal or upon request, **whichever is earlier**. In case the Bidder is not interested in responding to the RFP, the RFP documents and any appendices must be returned to Bank immediately.

3.9 PROPOSAL OWNERSHIP

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

3.10 BID PRICING INFORMATION

By submitting a signed bid at the time of actual requirement of services, the Bidder certifies that:

The Bidder has arrived at the prices in its bid without agreement with any other Bidder of this RFP for the purpose of restricting competition. The prices in the bid have not been disclosed and will not be disclosed to any other Bidder of this RFP. No attempt by the Bidder to induce any other Bidder to submit or not to submit a bid for restricting competition has occurred.

3.11 BIDDER STATUS

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

3.12 CONFIDENTIALITY

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

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

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

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

- Relates to the Disclosing Party; and as designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials that may be shared by the Bank with the Bidder.
- “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable.
- Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years.
- The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
- Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

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

- Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
- Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
- The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
 - ✓ Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case

- may be, which is in Receiving Party's possession or under its custody and control;
- ✓ To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
 - ✓ So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and
 - ✓ To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- The restrictions in the preceding clause shall not apply to:
 - ✓ Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
 - ✓ Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
 - ✓ The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.
 - ✓ The confidentiality obligations shall survive the expiry or termination of the agreement between the Service Provider and the Bank.

3.13 DISCLAIMER

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

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

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

3.14 RIGHT TO REJECT

Central Bank of India reserves the right to reject any or all proposals received in response to the RFP without assigning any reasons thereof. Bank reserves the right to waive or modify any formalities, irregularities, or inconsistencies in the bid, which does not prejudice or affect the relative ranking of any Bidder, which shall be binding on all Bidders.

3.15 BID SECURITY

- The Bidder should furnish Bid Security/Earnest Money Deposit INR 2,00,000/- (Rupees Two Lacs Only)., as a part of its Technical bid, the quantum of which would be notified in the later phases of the process, should be submitted at the time of actual requirement of service. The bid security is required to protect the Bank against the risk of Bidder's conduct.
- The bid security shall be denominated in the INDIAN RUPEES only and shall be in the form of a Demand Draft / BG favoring "Central Bank of India" by a Scheduled Commercial Bank (other than Central Bank of India) located in India. Any bid not secured in accordance with the above will be rejected by the Bank as non-responsive.
- Unsuccessful Bidders' bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Bank.
- The successful Bidder's bid security will be discharged upon the Bidder signing the Contract and furnishing the performance guarantee.

The bid security may be forfeited:

- If Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; Or
- In case of the successful Bidder, if the Bidder fails:
 - ✓ To sign the Contract And
 - ✓ To furnish performance security.
- Period of Validity of Bids: The process of bid evaluation, approval and the subsequent activities may be assumed to take a reasonable amount of time.

4 TERMS OF REFERENCE (TOR)

4.1 OWNERSHIPS, GRANT AND DELIVERY

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

The Bank reserves the right to use the excess capacity of the hardware, licenses and other infrastructure supplied by the Bidder for any internal use of the Bank or its affiliates,

subsidiaries or regional rural Bank at no additional cost other than the prices mentioned in the commercial bid. The Bidder agrees that they do not have any reservations on such use and will not have any claim whatsoever against such use of the hardware, licenses and infrastructure.

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

4.2 INSURANCE

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

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

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

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

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

supplied components are accepted and the all rights of the property are transferred to the Bank in the Bank's premises.

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

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

4.2.1 PRIVACY AND SECURITY SAFEGUARDS

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

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

4.3 ORDER CANCELLATION

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

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

4.4 INDEMNITY

Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Bidder, (iii) use of the deliverables and or services provided by the Bidder, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project. Bidder shall further indemnify the Bank against any loss or damage to the Bank's premises or property, Bank's data, loss of life, etc., due to the acts of the Bidder's employees or representatives. The Bidder shall further indemnify the Bank against any loss

or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the Bank notifies the Bidder in writing immediately on aware of such claim, (ii) the Bidder has sole control of defense and all related settlement negotiations, (iii) the Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim unless and until justified by authority of the Bank or under due process of law or order of the court. It is clarified that the Bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers and users) rights, interest and reputation.

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

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

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

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

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

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

The Bidder shall not indemnify the Bank for

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

4.5 PUBLICITY

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

4.6 SOLICITATION OF EMPLOYEES

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

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

4.7 INFORMATION OWNERSHIP

All information processed, stored, or transmitted by Bidder equipment belongs to the Bank. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

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

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

cases, civil and criminal investigations, etc.

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

4.8 CONFIDENTIALITY

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

Relates to the Disclosing Party; and is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.

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

“Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable.

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

Nothing contained in this clause shall limit Bidder from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the Bidder shall at no point use the Bank’s confidential information or Intellectual property. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

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

- Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
- In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
 - ✓ Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
 - ✓ Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
 - ✓ Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and
 - ✓ Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
- The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
 - ✓ Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
 - ✓ To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
 - ✓ So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and
 - ✓ To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- The restrictions in the preceding clause shall not apply to:

- ✓ Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
- ✓ Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
- ✓ The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.
- ✓ The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank. The receiving party shall execute the NDA (Non-Disclosure Agreement) as per attached format.

4.9 SUCCESSFUL BIDDER'S LIABILITY

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

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

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

4.10 GUARANTEES

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

4.11 FORCE MAJEURE

- The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any, to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, Acts of God or of public enemy, acts of Government of India in their sovereign capacity and acts of war. However, financial constraints by way of increased cost to perform the obligations due to any reason, if the obligations can be performed otherwise, shall not be treated as a force majeure situation.
- If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform Bidder's obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- In such a case, the time for performance shall be extended by a period (s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations in an endeavor to find a solution to the problem. Notwithstanding the above the decision of the Bank shall be final and binding on the Bidder regarding whether the event so claimed by the bidder is a force majeure event or not. However, financial constraints by way of increased cost to perform the obligations shall not be treated as a force majeure situation if the obligations can otherwise be performed. Further, mere existence of the force majeure situation, for example a pandemic situation, by itself is not sufficient to excuse the performance unless such situation actually makes it practically impossible to perform the obligations or the performance is not possible due to operation of law/rules or orders of any competent authority.

4.12 RESOLUTION OF DISPUTES AND REMEDIES

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

- All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai.
- If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly served on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) On the date of receipt by the recipient or (iii) the business date of receipt, if sent by courier.
- This RFP shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.
- Notwithstanding the existence of the a dispute and/or commencement of arbitration proceedings, bidder will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving satisfactorily as per satisfaction of the Bank.
- The bidder acknowledges that if bidder fails to comply with any of its obligations hereunder, if Bank suffers any or all immediate, irreparable harm for which monetary damages may not be adequate. The bidder agrees that, in addition to all other remedies provided at law or in equity, the Bank shall be entitled to injunctive relief, restraining order, right of recovery, specific performance, or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the vendor from committing any violation or enforce the performance of the covenants, obligations and representation contained in this RFP and subsequent

Agreement(including Purchase Order/s). These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

4.13 EXIT OPTION AND CONTRACT RE-NEGOTIATION

- The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
 - ✓ Failure of the successful Bidder to accept the contract and furnish the Performance Guarantee within 30 days of receipt of purchase contract;
 - ✓ Delay in delivery beyond the specified period;
 - ✓ Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank. Inability of

the Bidder to remedy the situation within 60 days from the date of pointing out the defects by the Bank. (60 days will be construed as the notice period)

- In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.
- Notwithstanding the existence of a dispute and/ or the commencement of arbitration proceedings, the successful Bidder should continue to provide services to the Bank as per the contract.

4.14 SEVERABILITY

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

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

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

4.15 CORRUPT AND FRAUDULENT PRACTICES

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

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

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

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

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

4.16 WAIVER

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

4.17 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 Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

4.18 TERMINATION

- The Bank shall be entitled to terminate the agreement with the Bidder at any time by giving ninety (90) days prior written notice to the Bidder.
- The Bank shall be entitled to terminate the agreement at any time by giving notice if:
 - ✓ The Bidder breaches its obligations under the RFP or the subsequent agreement and if the breach is not correct within 15 days from the date of notice.
 - ✓ The Bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

4.18.1 TERMINATION FOR DEFAULT

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

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

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

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

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

4.18.2 TERMINATION FOR INSOLVENCY

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

4.18.3 EFFECT OF TERMINATION

- The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables and maintenance. The reverse transition will be for the period of 3 (Three) months post the notice period.
- Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
- The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by the Bank, continue to provide warranty/AMC services to the Bank at no less favourable terms than those contained in this RFP. The Bank shall make such prorated payment for services rendered by the Bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder.

- Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the Bidder for services rendered until the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

4.19 FORMAT FOR TECHNICAL OFFER

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

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

- 4.19.1 Technical bid should contain the proof for the eligibility criteria, technical solution and un-priced Technical bid and should contain all information asked for in these documents. It should not contain any price information. However there should be a confirmation that all required rates have been quoted in Price bid, without showing the actual amounts.
- 4.19.2 It is mandatory to submit all the details in the prescribed pro-forma duly filled in, along with the offer. The Bank, at its discretion, may not evaluate a Technical Bid in case of non-submission or partial submission of technical details.
- 4.19.3 Technical Bid must be submitted in an organized and structured manner. No brochures/leaflets etc. should be submitted in loose form.
- 4.19.4 The Technical Bid should comprise of following:
 1. Covering letter.
 2. Annexure – 1 Conformity Letter
 3. Annexure 2 – Acceptance of Terms and Conditions
 4. *Annexure 3 – Eligibility Criteria*
 5. Annexure 4- Statement of Bidder
 6. Annexure 5 - Specific Work Experience of Vendor during past three years in BANKS
 7. Annexure 6- List of Experienced Staff working in the Company
 8. Annexure 7- Mandatory / Optional skills of vendor
 9. *Annexure 8 – Undertaking Letter*
 10. *Annexure 9 – Bidder's Selection/Evaluation Process*
 11. *Annexure 10 – Technical Bid Format*
 12. *Annexure 11 – Eligibility Criteria Compliance*
 13. *Annexure 12 - Experience Details*
 14. *Annexure 13 – Comments on "Terms and Conditions"*
 15. *Annexure 14 - NDA*
 16. *Annexure 15 - Integrity – Pact*

4.20 OTHER GENERAL CONDITIONS

- All responses received after the due date/time would be considered late and would be rejected.

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

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

Bidder shall provide personnel support during warranty period.

Non-Disclosure Agreement to be submitted in the format attached (Refer to Appendix 6 - Non-Disclosure Agreement).

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

Integrity Pact – Each participating bidder/s shall submit Integrity Pact as per attached Annexure 15 duly on a stamp paper of INR 500/-. Integrity pact should be submitted by all participating bidders at the time of submission of bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time scheduled prescribed by Bank may be relevant ground of disqualification to participating in bid process.

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

1. Sri Trivikram Nath Tiwari [mail: trivikramnt@yahoo.co.in]
2. Sri Jagdip Narayan Singh [mail: jagadipsingh@yahoo.com]

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

4.21 COSTS & CURRENCY PRICE COMPOSITION

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

4.22 GOODS AND SERVICES TAXES (GST) AND ITS COMPLIANCE-

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

4.23 VIOLATION OF TERMS

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

4.24 FIXED PRICE

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

4.25 LIQUIDATED DAMAGES

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

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

If the Bidder fails to perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% of the order value of the Device, Software per week or part thereof until actual delivery or performance, (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract and other penal measure will be taken like forfeiture of EMD, Foreclosure of BG etc.

4.26 NON COMPLIANCE

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

4.27 PERFORMANCE BANK GUARANTEE

The successful Bidder should provide a performance Bank guarantee for the contract period and additional 12 months for an amount equivalent to 10% of the total order value from a Nationalized / PSU Bank/Scheduled commercial Bank (other than Central Bank of India) in the format specified by the Bank within 30 days from the date of purchase order.

In the event of non-performance of obligation or failure to meet the terms / requirements of the RFP, Bank shall be entitled to invoke the performance Bank guarantee without notice or right of demur to the successful Bidder.

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

4.28 NON-DISCLOSURE AGREEMENT

The successful Bidder will have to sign a Nondisclosure agreement with the Bank as per the format enclosed as annexure 14.

4.29 CANCELLATION OF ORDER

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

4.30 SECURITY

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

4.31 PATENT RIGHTS/ INTELLECTUAL PROPERTY RIGHTS

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

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

4.32 AUDIT/ REVIEW/MONITORING/VISITATION

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

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

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

4.32.1 MONITORING

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

4.32.2 VISITATIONS

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

4.33 INDEPENDENT CONTRACTOR

The Bidder shall perform its obligations under this Agreement as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services, after taking prior approval in writing from the Bank. Neither this Agreement nor the Bidder's performance of obligations under this Agreement shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the

right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party. This Agreement does not intend to create, constitute or evidence any partnership, joint venture, trust or employer/employee relationship amongst the Parties and constitutes an agreement between principals. None of the Parties shall be entitled to make, or allow to be made, any representation that any such relationship exists between the Parties.

The Bidder shall be responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees/agents and shall be accountable for all of them. The Bidder shall be vicariously liable for any acts, deeds or things done by its/their employees, agents, contractors, subcontractors etc. The Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under this Agreement. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the Bidder, for any assignment under the Purchase Order issued under this Agreement. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of Bidder shall be paid by Bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Bidder's employees, agents, contractors, and subcontractors. The Bidder shall hold the Bank and its RRBs, their successors, assignees and administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of Bidder, its employees, agents, contractors, sub-contractors etc. However, the

Bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage. The Bidder shall solely be responsible for all payments (including any statutory payments) to 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 Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

4.34 AMENDMENTS

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

4.35 COUNTERPARTS

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

4.36 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this Agreement.

4.37 SURVIVAL OF CLAUSES

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

4.38 CHANGE CONTROL PROCESS

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

4.39 ACCEPTANCE OF TERMS & CONDITIONS

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

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

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

6 ELIGIBILITY CRITERIA

Only those Vendors who fulfil the following criteria are eligible to respond to the RFP. Offers received from the vendors who do not fulfil any of the following eligibility criteria are liable to be rejected.

The bidder shall submit the proofs of minimum eligibility criteria as given below-

1. The bidder should be a registered company /partnership firm / LLP (Limited Liability Partnership Act 2008) in India and should be in existence for minimum of Five years as on the date of RFP and should be empanelled by Cert-In as on last date of submission of RFP.
2. The bidder should have minimum annual turnover of Rs. 10 crores during the last three financial years (i.e. 2017-18, 2018-19 & 2019-20). (Document required in support - Audited Balance Sheet, Profit & Loss accounts for the same). (Applicable relaxation will be allowed as per Govt. guidelines, subject to submission of relevant supporting documents.)
3. The bidder should have operating profit during the last three financial years (i.e. 2017-18, 2018-19 & 2019-20). (Document required in support - Audited Balance Sheet, Profit & Loss accounts for the same).
4. The Bidder should have experience & expertise in handling Assignments / Services related to services mentioned in Broad Scope of Work of the RFP, in India for BFSI Sectors from 2017 onwards.
5. Bidder must have carried out Minimum One Information Security and/or IS Audit related Assignments in BFSI during the last Financial year i.e. on or after 01.04.2019.
6. The Bidder should have a minimum one each of CISA, CISSP, CEH certification holder as permanent employee in their organization. In addition to this, Bidder should also have minimum three staff with any of the following qualifications / Certifications.
 - i. CISM
 - ii. CCNA / CCNP
 - iii. CHFI
 - iv. GIAC
 - v. CRISC
 - vi. ECSA
 - vii. Offensive Security Certified Professional
 - viii. ECIH

Please note that person holding multiple certificates shall be counted once only.

7. The companies or firms, bidding for tender, should have not been black listed by any of Government Authority or Public Sector Undertaking (PSUs). The bidder shall give an undertaking (on their letter head) that they have not been black listed by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the name of the company or organization must have

been removed from the black list as on date of submission of the tender, otherwise the bid will not be considered. Please refer Annexure-8.

8. The bidder should not be declared as NPA by any of the Banks in India. The bidder shall give an undertaking to this effect (on their letter head).
9. The bidder shall not assign or sub-contract the assignment or any part thereof to any other person/firm without the consent of the Bank. Even if bank has consented for sub-contracting, the bidder will be primarily responsible for all the activities done by the sub-contractor, under the scope.

Note: The Bidder must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. The requirements mentioned above are mandatory.

Bidder should fulfil all the eligibility criteria. Only those who fulfil all the eligibility criteria will qualify for further evaluation.

- Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently.
- Reference Site, Customer Name and Contact information to be provided to the Bank with whom discussion can be done.

Documents required to be submitted along with those mentioned in eligibility criteria above:

- 1) Audited Balance sheet & Profit and Loss Statement for last three years.
- 2) The list of skilled staff with their qualification and certification. (Copy of the certificates of the staff should be submitted).
- 3) Purchase Order/Reference Letter for the assignments handled in past. Bidder can mask the client details in case the assignment is very confidential and related to any incident or forensic investigation. For any other assignments bidder can mask the details like value of order in case NDA with client. However in all cases bidder has to provide the undertaking that information provided by them are true and if any deviation found on later stage Bank has right to forfeit the Bank guarantee, also may blacklist the bidder to participate in any future RFP/assignments.

Note:-

- Those who fulfil all the eligibility criteria as mentioned above are only eligible to take part in this bid exercise.
- "BFSI" refers to Banking, Financial services and Insurance organizations in India. (Excluding Regional Rural Banks and Scheduled Co-operative Banks)
- The Bidder shall not assign or sub-contract the assignment or any part thereof to any other person/firm without the consent of the Bank. In any case, the Bidder will be primarily responsible for all the activities under the scope.
- Bank reserves the right to change or relax the eligibility criteria to ensure inclusivity

- Bank reserves the right to verify / evaluate the claims made by the Bidder independently. Any misrepresentation will entail rejection of the offer.
- The Bidder can be part of only one bid.
- In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.
- In case of business transfer where bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired Business may be considered.
- Bidders need to ensure compliance to all the eligibility criteria points.
- Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
- While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:
 - ✓ In a RFP, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer.
 - ✓ If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same RFP for the same item/product.'

7 BID EVALUATION METHODOLOGY

The evaluation will be conducted in the following stages. However, empanelment will be awarded on the basis of Technical Bid.

The objective of evolving this evaluation methodology is to facilitate the selection of the most optimal solution that appropriately meets the business requirements of the Bank. The bidders would be screened based on General Eligibility Criteria. Post qualification of a Bidder on these criteria, bid would be evaluated on technical soundness. All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank. Bidder's qualifying the technical bid evaluation will be empanelled and will be considered for commercial evaluation at the time of actual requirement of service. The decision of the Bank would be final and binding on all the Bidders to this document. The Bank may accept or reject an offer without assigning any reason whatsoever.

8 NORMALIZATION OF BIDS

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

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

9 PAYMENT TERMS

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

All payments will be made on successful completion of the job to the satisfaction of the Bank and achievement of the objective as defined in the scope of work which will be shared at the time of actual requirement.

10 OBLIGATION OF THE BIDDER

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

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

11 OBLIGATION OF THE BANK

The Bank shall be responsible for the following:

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

- The Bank shall give Bidder and its personnel full access (physical and/or remote) to the Support Location, and the designated hardware & Equipment to enable Bidder to provide the Maintenance & Support Services.

12 FOR PREFERENCE TO MAKE IN INDIA:

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

13 ORDER (PUBLIC PROCUREMENT NO. 1, 2 AND 3) – RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and no consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in Appendix I of this Annexure - 15
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of 23rd July 2020; and (ii) cases falling under Appendix II of this Annexure -15.

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

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such persons, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established, or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or

- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
 - iv. The beneficial owner for the purpose of (iii) above will be as under.

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

(b) Explanation –

- a. “Controlling ownership interests” means ownership of or entitlement to more than twenty five per-cent of shares or capital or profits of the company.
- b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their

shareholding or management rights or shareholder's agreements or voting agreements.

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

Annexure-1

Conformity Letter

(On company's Letterhead)

To

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

Sir,

**Ref: RFP No. _____ dated _____ for "RFP
for Empanelment of Information Security Service Providers."**

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

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure-2: Acceptance of terms and conditions

(LETTER TO THE BANK ON THE BIDDER'S LETTERHEAD)

To,

The Asst. General Manager IT,
Central Bank of India,
DIT, 1st floor, Sec.11,
Plot No.26, Opp. Belapur Rly. Stn.,
CBD Belapur,
Navi Mumbai 400 614.

Sir / Madam,

Subject: RFP for Empanelment of IT and Cyber Security Service Provider for Bank

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

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

We also acknowledge the information that this response of our Company for the Banks' RFP process is valid for a period of 180 Days, for the selection purpose, from the date of expiry of the last date for submission for response to RFP and related enclosures.

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

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

Signatory

Authorised Signatory

Seal of company

Date

Place

ANNEXURE 3 – ELIGIBILITY CRITERIA

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

(ELIGIBILITY COMPLIANCE)

Sl. No.	Pre-Qualification	Compliance (Yes/No)	Supporting document Required
1.	The bidder should be a registered company /partnership firm / LLP in India and should be in existence for minimum of Five years as on the date of RFP		Attach Copy of Certificate of incorporation with full address of registered office and
2.	The bidder should be empanelled by CERT-IN as on last date of submission of RFP		Current Certificate by CERT-In
3.	The bidder should have minimum annual turnover of Rs.10 Crores during each of the last three financial years (i.e. 2017-18 & 2018-19 and 2019-20)		Please provide audited annual reports, Balance Sheet, Profit & Loss accounts for the same.
4.	The bidder should have operating profit during the last three financial (i.e. 2017-18 & 2018-19 and 2019-20)		Please provide audited Balance Sheet, Profit & Loss accounts for three Financial Years (i.e. 2017-18 & 2018-19 and 2019-20)
5.	The Bidder should have experience & expertise in handling Assignments / Services related to services as mentioned in RFP in India of BFSI Sectors from 2017 onwards.		Attach copies of Purchase Order/reference, contract, installation certificate for software supplied and services provided.
6.	Bidder must have carried out Minimum One Information Security and/or IS Audit related Assignments in BFSI/ PSU / Govt. / Major Corporates during the last Financial year i.e. on or after 01.04.2019		Attach copies of Purchase Order/reference, contract.

8.	The Bidder should have minimum one each of CISA, CISSP, CEH certification holder as permanent employees in their organization. In addition to this, Bidder should also have minimum SIX staff with any of the following qualifications / Certifications. I. CISM II. CCNA / CCNP III. CHFI IV. GIAC V. CRISC VI. ECSA VII. Offensive Security Certified Professional VIII. ECIH		Provide exact number of certified officials and total no. of officials avoiding double count as per Annexure – 6
9.	The companies or firms, bidding for tender, should have not been black listed by any of Government Authority or Public Sector Undertaking (PSUs). The bidder shall give an undertaking (on their letter head) that they have not been black listed by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the name of the company or organization must have been removed from the black list as on date of submission of the tender, otherwise the bid will not be considered.		Undertaking as per Annexure - 8
10.	The bidder should not be declared as NPA by any of the Banks in India.		The bidder shall give an undertaking to this effect (on their letter head).

11.	The bidder shall not assign or sub-contract the assignment or any part thereof to any other person/firm without the consent of the Bank. Even if bank has consented for sub-contracting, the bidder will be primarily responsible for all the activities done by the sub-contractor, under the scope.		The bidder shall give an undertaking to this effect (on their letter head).
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Signature

Authorised Signatory

Seal of company

Annexure 4- Statement of Bidder (From 2017)

(Scheduled Commercial Bank clients should appear at top, followed by BFSI (nonbanking), Govt. Depts., etc)

S. No.	Name, Address & Contact details of clients	Particulars of the order	Month & year of order	Description of services (relevant to Scope of Work in this RFP service type, give reference number only)	Value of order	Period of engagement	Date of completion (as per contract)	Date of completion (actual)	Remarks for extended completion, if any

- Assignments done from 2017 shall only be mentioned.
- Supporting documents shall be Work Orders; letters from clients on their letter head, contacts of clients etc. shall be enclosed. Only such assignments should be described in above table which are directly related to Scope of Work of this RFP.
- Brochures / emails attached shall not be considered for evaluation.

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Signature

Seal of Company

Annexure 5 - Specific Work Experience of Vendor during past three years in BANKS

Activities (As per Annexure 7)	CBS	ATM	Internet Banking	Mobile Banking	Treasure operations/ SWIFT	Network/ Security	Various Certification	Outsourced Activities	Any Other

Mention only No. of assignments under the respective head.

Signature

Seal of Company

Annexure 6 List of Experienced Staff working in the Company

S.No.	Name of the Employee	Designation	Professionals / Technical / Qualifications / Certifications	Date of Joining	No. of Completed Years as on 31.03.2021	No. of IT/IS/CS Projects Handled	Activities [as per Annexure 7]

- a. Employee should be on permanent Pay Roll of the company.
- b. Ad-hoc / Temporary staff or other outsources / organisation should not be included.

Signature

Seal of Company

Annexure 7 Mandatory / Optional skills of vendor.

S.No.	Services/Assignments	Capability (Yes/No)
	Mandatory Services	
1.	Vulnerability Assessment [VA]. & Penetration Testing [PT]	YES
2.	Various Audit services	YES
3.	Web and Application Security	YES
4.	Forensic Analysis / Investigations	YES
5	Technical Standard, Standard Operating Procedures (SOPs) creation, Documentation - Policy, processes, procedure creation / review / modification	YES
	Optional Services	
1.	Consulting services (like PCI DSS, Cyber Law, BCP, Security Solutions etc.)	
2.	Code Review	
3.	Product Evaluation	
4.	Vendor Risk Assessment	
5.	Security and Network Architecture Review	
6.	Red Team Exercise	
7.	Phishing Drills / Cyber Awareness Initiatives	
8.	Threat Modelling for various Software/App Development	
9.	Any other relevant Assignment (Please mention)	

NOTE:

- Bidder who are qualified as per Eligibility Criteria are only eligible to participate further for this exercise.
- For bidder to get qualified for further process, should be capable of providing **MANDATORY SERVICES** at minimum.
- In case of capability, experience and expertise vendors shall mention "YES" In case of "Capability" column kept blank, respective item no will be considered as NO.
- In case of ANY other related Activities NOT included in the above list, but related assignment/s carried out by the Bidder, may be added and included in the list after avoiding duplication along with the priority no. of such additional items.
- The information provided in the list must be supported by documentary evidence. Non submission or incomplete documentary evidence will be considered as Non-conformity for particular line item and it will not be considered. Bank's decision in this regards will be final.

Signature

Seal of Company

ANNEXURE 8 – UNDERTAKING LETTER

Pro forma of letter to be given by all the vendors participating in the Request for Proposal (RFP) for Empanelment of Information Security Service Providers on their official letter-head

To

Date:

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

Sir,

Sub: Request for Proposal (RFP) for Empanelment of Information Security Service Providers

We _____(bidder name), hereby undertake that- •

We have not been blacklisted by the Government Authority or Public Sector Undertaking (PSUs) in

India or any Financial Institution in India as on date of submission of response.

☐ We have not filed for bankruptcy in any country including India

- We also undertake that, as on date of submission of response no legal case is pending against firm

that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

- We also confirm that we are not a NPA holder in any Bank/Financial Institution.

☐ We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020, regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.

Yours faithfully,

Authorized Signatory

Designation

Bidder corporate name

Address

Email and Phone Number

ANNEXURE 9 – BIDDER'S SELECTION/EVALUATION PROCESS

The Bank's evaluation of the technical bids will take into account the following factors and based on such evaluation the technically qualified bidders will be shortlisted:

- a) Scrutiny of minimum Eligibility Criteria as given in Annexures for proposed services, reference calls and site visits, if required.
- b) Compliance of terms and conditions stipulated in the RFP duly supported by certified documentary evidence called for therein.
- c) Submission of duly signed compliance statement as stipulated in Annexures. Details / Brochures containing data centre infrastructure facilities are to be enclosed.
- d) Review of written reply, if any, submitted in response to the clarification sought by the Bank, if any.
- e) The Bank reserves the right to evaluate the bids on technical & functional parameters including possible visit to inspect live site/s of the Service providers and witness demos, presentations or undertake a POC exercise of the system and verify functionalities, response times, users acceptability etc.

14.1.1. Bank reserves the right to reject an offer under any of the following circumstances:

- a) Bid security is not submitted.
- b) Document fees are not paid, if required.
- c) Offer is incomplete and/or not accompanied by all stipulated documents.
- d) Offer is not in conformity with the terms and conditions stipulated in this document.
- e) Requirement compliance is not met. However, deviations resulting in higher/superior configuration will be accepted.

14.1.2. The evaluation will also take into account:

- a) State of the art services offered by the bidder to any noticeable Bank in India. The bidder should furnish the details.
- b) Capability of the proposed services to meet future requirements not outlined in the RFP
- c) In house capability of tools / utilities development
- d) Bidder support facilities

Technical Bid Evaluation:

S.No.	Activities related to IT / Cyber Security	Maximum Marks	Marks Scored	Remarks
1.	Turnover of the bidder- minimum annual turnover of Rs.10 Crores in the last three financial years (i.e. 2017-18, 2018-19 and 2019-20) (For scoring purpose, average of three years turnover will be considered) More than 200 Crore : 20 Marks 101-200 Crore Turnover : 15 marks 51-100 Crore Turnover : 10 marks 10-50 Crore Turnover : 5 marks (Minimum required marks -5)	20		
2.	Total Number of Assignment carried out in BFSI/ PSU / Govt. / Major Corporates related Information Technology/Information Security/ Cyber Security Activities in India after 01.04.2017 as declared in Annexure – 3 to be submitted by the bidder. One mark per assignment /purchase Order [Max 5 marks for same/similar activity] for different activities in different organization. (Minimum required marks – 10)	20		
3.	Total Number of Assignment carried out in BFSI/ PSU / Govt. / Major Corporates related Information Technology/Information Security/ Cyber Security Activities for Global Client to be submitted by the bidder. One mark per assignment /purchase Order after 01.04.2017 for different activities in different organization. (Max 3 marks for same/similar activity) (Minimum required marks –N.A.)	8		

4	Total Number of optional services bidder can perform. 2 Marks for Each Optional Service offered. (Optional services as mentioned in Annexure-7) (Minimum required marks – N.A.) (Maximum 16 Marks)	16		
5.	Total No. of Skilled Employees / Resources available as per the enclosed list of Employees with their Credentials / Certifications related to Information Technology/Information Security/ Cyber Security Activities given in the Annexure 6. More than 100 Employees – 20 Marks 51 to 100 Employees --15 Marks 26 to 50 Employees -- 10 Marks 10 to 25 Employees -- 5 Marks (Minimum required marks -5)	20		
6.	No. of Years" Existence/Establishment in Information Technology/Information Security/ Cyber Security related activities in INDIA in BFSI/ PSU / Govt. / Major Corporates Sector. Evidence of the 1st Assignment to be enclosed as a proof of Experience. – One Mark per year prior to 01.04.2016. (Minimum required marks –1)	8		
7.	Technical Skill Credentials (extra ordinary activities) – Proprietary Tools Developed, R&D Work Done, Papers Published, Other Value added Services and Additional Deliverables etc. Attach Evidences as a proof. Each activity will carry 1 mark and subject to Max of 8 marks. (Minimum required marks –2)	8		
	Total Marks	100		

Total Marks are to be calculated and filled by the Bidders for item Nos. 1 to 7 and submit together with the Technical Bid Cover			
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Bidders will be shortlisted as follows:

Group of maximum 10 bidders (Top 10) or minimum 3 bidders scoring out of 100 will be chosen for empanelment, subject to the minimum scoring as mentioned in the above table for each category and fulfilling of Eligibility Criteria.

In any case if less than 3 bidders are found qualified then Tender process will be scrapped. The decision of the Bank in this regard shall be final.

**Commercial Bid Evaluation Criteria
(will be called from empanelled vendors at the time of actual requirement)**

It may be noted that commercial bids will be subjected to following evaluation process after empanelment and at the time of actual requirement.

Commercial Bid with “Least Price / Least Quote”:

- The commercial bid will be called upon from the empanelled vendors at the time of actual requirement.
- The commercial quotes of Bidders who are empanelled will be opened and recorded for commercial evaluation. The Bidder with the least quote will be declared as the successful Bidder (L1 vendor) of the commercial evaluation process.
- Bank reserves the right to negotiate the price with the successful Bidder before awarding the contract. It may be noted that Bank will not entertain any price negotiations with any other Bidder, till the successful Bidder declines to accept the offer, within a time period deemed reasonable by the Bank for such a response.
- In the case of tie between two or more Bidders, a fresh commercial bid will be called upon from these tied Bidders for evaluation and selection of the Consultant.

ANNEXURE 10 – TECHNICAL BID FORMAT

Particulars to be provided by the Bidder in the technical proposal

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

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

The Bidder should provide detailed responses for each of the above items along with documentary proofs as prescribed there against and also as specified in Annexure 3 (Eligibility Criteria) and Annexure 9 (Bidder's Selection/Evaluation Process).

Declaration:

1. We confirm that we will abide by all the terms and conditions contained in the RFP.
2. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of Bidders.
3. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
4. We confirm that this response, for the purpose of short-listing, is valid for a period of 180 days, from the date of expiry of the last date for submission of response to RFP.
5. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Place:

Date:

Seal & Signature of the Bidder

ANNEXURE 11 – ELIGIBILITY CRITERIA COMPLIANCE

(On company's letterhead)

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

Dear Sir,

Ref: - RFP for Empanelment of Information Security Service Providers.

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

Signed Dated

Seal & Signature of the Bidder

Phone No.:

Fax:

E-mail:

Annexure 12 - EXPERIENCE DETAILS

DETAILS OF BANKS / FINANCIAL INSTITUTIONS EXPERIENCE IN INDIA

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

Place:

Date:

Seal and Signature of Bidder:

Annexure 13 - COMMENTS ON “TERMS AND CONDITIONS”

Please submit your comments on “Errors & Omissions”, Terms & Conditions and Services/pre bid queries in the format as mentioned below:

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, Terms & Conditions 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:

Sr. No.	RFP Page #	RFP Point / Section #	Clarification point as stated in the EFP document	Category of Comment/ “Error & Omission”/ Suggestion/ Deviation/ Query	Bidder’s Comment on “Error & Omission” / Suggestion/ Deviation/ Query

Place:

Date:

Seal and signature of the Bidder

ANNEXURE 14 - NDA

NON-DISCLOSURE AGREEMENT

This Agreement made at Mumbai, on this _____ day of _____ 2021, BETWEEN _____ a Company incorporated under the Companies Act, 1956 having its registered office at _____ (hereinafter referred to as "_____") which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART;

AND

CENTRAL BANK OF INDIA, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its head Office at Central Office, Chander Mukhi, Nariman Point, Mumbai – 400 021 (hereinafter referred to as "CBol" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART

_____ and CBol are hereinafter individually referred to as party and collectively referred to as "the Parties". Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

WHEREAS:

The Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between them. In the course of such discussions and negotiations, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as "the Purpose").

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Confidential Information: "Confidential Information" means all information disclosed / furnished by either of the parties to another Party in connection with the business transacted / to be transacted between the Parties and/or in the course of discussions and negotiations

between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

Either of the Parties may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the disclosing Party without any obligation of confidentiality, or (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

2. Non-disclosure: The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.

Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

3. Publications: Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

4. Term: This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.

Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

5. **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

6. **Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

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

8. **Governing Law and Jurisdiction:** All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai. The provisions of this Agreement shall be governed by the laws of India.

9. General: The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

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

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

For and on behalf of _____ (Bidder)

Name of Authorized signatory:

Designation: Head of Legal

For and on behalf of CENTRAL BANK OF INDIA

Name

of Authorized signatory:

Designation:

ANNEXURE 15 - INTEGRITY – PACT

INTEGRITY PACT

Between

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

And

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for.....

..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page nos. 6-7).
 - e. The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at (page nos. 8-17).

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

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

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 – Independent External Monitor / Monitors

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

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

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.”

(For & On behalf of the Principal)

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

(Office Seal)

(Office Seal)

Place_____

Place_____

Date_____

Date_____

Witness1:

Name & Address

Witness1:

Name & Address

Witness 2:

Name & Address

Witness 2:

Name & Address

16. APPENDIX I - COMPETENT AUTHORITY AND PROCEDURE

FOR REGISTRATION

- A. The Competent Authority for the purpose of registration under this order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- B. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- C. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.
- D. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- E. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- F. in transitional cases falling under para 3 of this clause, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.

Appendix II - SPECIAL CASES

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this order.
- B. Bona fide procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this clause.
- C. Bona fide small procurements, made without knowing the country of the bidder, shall not be invalidated by this order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

End of Document