

***“Appointment of Insurance Broker for managing
Cyber Insurance cover and claims for the Bank”***

RFP Ref. No. CO:DIT:PUR:2021-22:350



Tender Document

Tender Reference Number:

CO:DIT:PUR:2021-22:350

Request for Proposal

For

***Appointment of Insurance Broker for managing Cyber Insurance cover and claims for the
Bank .***

Cost of the Tender Document: Rs. 5000/- (Rs. Five thousand Only)

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Bid Details:

Central Bank of India intends to appoint an Insurance Broker for procurement and managing a Cyber Insurance related cover and claims. In this connection, Bank invites on-line tender offers (‘Conformity to Eligibility Criteria’ & ‘Technical Proposal’) from an entity licensed by IRDA as per Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

The copy of tender document may be obtained from Dept. of IT, 1st Floor, Plot No. 26, Sector – 11, CBD Belapur, Navi Mumbai on all working days in person or downloaded from the website of the Bank “www.centralBankofindia.co.in. The details are given below:

The schedule is given below:

Tender Reference Number	CO:DIT:PUR:2021-22:350
Tender Document Cost	₹ 5,000/- (Rupees Five Thousand Only)
Date of Commencement of sale of tender Document	20 th January, 2022
Pre-Bid meeting with Bidders	27 th January, 2022 at 15:00 Hrs.
Last date and time for receipt of Bids	4 th February, 2022 at 15:00 Hrs.
Date and time of opening Bids	4 th February, 2022 at 15:30 Hrs.
Mode of bid submission & online portal's URL	Mode: Online URL: https://centralBank.abcprocure.com/EPROC
Response Types	1. Technical Bid + Document Cost
Address for Communication	Central Bank of India, DIT, 4th floor, Plot No 26, Sector – 11, CBD Belapur, Navi Mumbai- 400 614 E-Mail: cmcppadmin@centralBank.co.in smittpurchase@centralBank.co.in smitt3infosec@centralBank.co.in
Place of Opening tender offers	On-Line Mode
Contact Telephone Numbers	Ph : 022-27582371, 022-67123669
Web site	www.centralBankofindia.co.in

It is essential that all clarifications / queries / suggestions be submitted to Central Bank of India at the above address / mailed to smitt3infosec@centralBank.co.in at least two working days

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before the date of the Pre-bid meeting. Vendors, who furnish the Tender Fees of RFP Document before pre-bid meeting, will be eligible to participate in the pre-bid meeting.

Fees for RFP document Rs.5000/- 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:2021-22:350 “ 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. The cost of RFP document should be paid prior to the pre bid meeting.

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.

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 exemption certificate of MSME, if applicable, by email to the Bank on or before the stipulated time.

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

Dy. General Manager - CISO

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DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Central Bank of India (hereinafter referred to as Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

Section I: Requirement Description

1. Introduction:

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 Offices (RO) and Branches. Central Office, consisting of various functional departments, deals with mainly policy formulation, setting of targets and monitoring of performance. The Bank has set up 12 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 a network of 4650 plus branches, spread across the length and breadth of the country with presence in all the States and Union Territories. The Bank has also established its Wide Area Network at 4500 plus locations all over India covering administrative and branch offices and is planning to enlarge it during the current year.

The Bank also has specialized branches catering to the specific needs of Retail customers, Industrial Units, Corporate Clients, Forex Dealers, Exporters and Importers, Small Scale Industries and Agricultural Sector. The Bank has sponsorship in 3 Regional Rural Banks (RRB). Bank has implemented Core Banking Solution in all 4650 branches.

2. RFP Objective:

- 2.1 Bank intends to appoint an Insurance Broker for procurement and managing a Cyber Insurance related cover and claims. In this connection, Bank invites On-line offers (‘Conformity to Eligibility Criteria’ & ‘Technical Proposal’) from an entity licensed by IRDA as per Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.
- 2.2 The RFP document is not a recommendation or invitation to enter the contract, agreement or any other arrangement in respect of the services. The provision of the service is subject to compliance to selection process and appropriate documentation being agreed between the Bank and Bidder as identified by the Bank after completion of the selection process.
- 2.3 This is a non-transferable document and only eligible bidders shall apply submitting this document duly signing all the pages.
- 2.4 The scope of assignment / work is detailed under point no. 5 (Scope of work) in this document.

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3. Eligibility Criteria

Bidders meeting the following Eligibility Criteria may respond to this RFP:

S. No.	Eligibility Criteria	Documents to be submitted along with the RFP
1.	Main criteria: Only well established and reputed Insurance Broking Firm/s, Companies, LLPs, Partnership Firms licensed by IRDAI and Registered under Company's Act 1956/ Company's Act 2013, be considered. License validity should not have any gaps since inception of firm. License should be valid as on date of submission of response to this RFP.	Copies of license issued by IRDAI, from inception, duly attested by Authorized Signatory.
2.	The applicant should be a Firm/Company/LLP/Partnership Firm established in India and should have been in existence for the last 5 years as on 31.12.2021. No two entities joining together (JVs) specific to this project will be considered.	Copy of the certificate of incorporation and certificate of commencement of business or Registration certificate, duly attested by Authorized Signatory.
3	The Bidder should have fully operational insurance broking branches in India with dedicated claims department.	Details of Insurance Broking Branches on the Letter Head as per Annexure M
4	The Bidder shall be serving at least three Financial Institutions out of which minimum one should be a Scheduled Commercial Bank (SCB) as on 31.12.2021	Letters of Engagement of Insurance Broker by the Banks/FIs or policy copies.
5	Should have a minimum Turn Over of at least Rs. 10 Crores in each of the past three financial years i.e. 2018-19, 2019-20 and 2020-21.	Certificate from Company's Chartered Accountant to this effect furnishing the details based on Audited Financials.
6	The Bidder Company should be profit making company for the last three financial years i.e., 2018-19, 2019-20 & 2020-21. This profit should be from Insurance broking business activities.	A copy of last three financial years' relevant audited balance sheets and profit and loss statements should be

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		submitted with the offer.
7	Full time employees on pay rolls (excluding contract and sub contract employees) who are exclusively engaged for insurance business as on 31.12.2021 should be at least 50.	Suitable document showing EPF / NPS contribution / HR declaration in support as on 31.12.2021 should be attached.
8	The applicant should not have been blacklisted / barred / disqualified by any regulator / statutory body/ PSU/ Government Undertaking in last two financial years and also as on current date. The applicant should not be subject to any on going or previous enquiry by the CVC. The applicant should not have received any warning/penalty for misconduct from IRDAI in last two financial years and also as on current date.	A self-declaration to this effect must be furnished on the Firm's letter head signed by the authorized signatory
9	The bidder should not be declared as NPA by any of the Banks in India.	A self-declaration to this effect must be furnished on the Firm's letter head signed by the authorized signatory
10	The Bidder's firm should not be owned or controlled by any Director or Employee or Relatives of employees of Central Bank of India. None of the Directors or Employees of the applicant organisation is associated directly/indirectly with any insurance company as their agent, corporate agent or promote/sell their products in any way in India.	A self-declaration to this effect must be furnished on the Firm's letter head signed by the authorized signatory
11	The Firm should confirm that Insurance Broking services will be free of cost/expenses to the Bank.	Declaration by the Bidder on Company's letter head & duly signed by Authorized Signatory.

Note:-

- Those who fulfil all the eligibility criteria as mentioned above are only eligible to take part in this bid exercise.

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- 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.
- 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, wherever applicable:
 - ✓ 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.’

4. APPLICATION MONEY & SUBMISSION OF BID:

4.1. Application Money :- Fees for RFP document Rs.5000/-

4.2 Submission :- Through Online mode

5. SCOPE OF WORK:

The broad scope of work for Insurance Broker will be as under:

5.1 Strategy and Business Plan:

- a. Obtaining detailed information about Banks' business and risk management philosophy. Insurance Broker would be functioning as a Broker for the Bank and would be assisting the Bank in pre-placement, placement and post placement process for an appropriate Policy Cover for Cyber related risks.
- b. Familiarizing itself with the client's business and underwriting information and maintaining detailed knowledge of available Insurance markets.

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- c. Evaluation of the Cyber Insurance needs of the Bank.
- d. Customize and design for placement of an appropriate Insurance policy. Rendering advice on appropriate Insurance cover, terms of policy and appropriate clauses to form a part of policy cover, assisting Bank in calling competitive offers from Insurance Company, take part in evaluation process and recommend as required by the Bank.
- e. Evaluate the quotation received from Insurer/s for consideration of Bank.
- f. Providing requisite underwriting information as required by an insurer in assessing the risk to decide pricing terms and conditions for cover.
- g. Facilitating Insurer meeting and assist in negotiation for best price from the Insurer.
- h. Assisting in payment of premium.
- i. Providing policy servicing support.
- j. Assisting in the negotiation & settlement of the claims by liaising with various authorities.
- k. Rendering preliminary loss advice within reasonable time.
- l. Maintenance of proper records of the Insurance policies/claims and other related information.
- m. Claim monitoring & management & periodic review.
- n. Acting promptly on request from the Bank in providing acknowledgement and progress reports.
- o. Providing services related to insurance consultancy and risk management.
- p. Validation & Forecasting additional coverage benefits
- q. Functioning as a risk management advisor.
- r. The selected Broker firm would be responsible to handle all claims lodged within policies availed through their services; irrespective of the broking firms being replaced next year till its logical ends.
- s. Notwithstanding the above, any other services related to fulfilment of the obligations as per guidelines of IRDAI from time to time shall be carried out at no extra cost.
- t. The Scope of Work mentioned above is indicative and non-restrictive in nature. There may be some services relevant but not expressly captured in the aforesaid Scope of Work (SoW), which upon being brought to the notice of the Broker by Bank will also form part of the Scope of Work.

6. TERM AND AWARD OF WORK:

- 6.1** The duration of appointment of proposed Broker will be for a period of Two year from the date of signing of Agreement which may be extended for one more year on satisfactory performance. However, the Bank reserves the right to cancel or extend the validity period of appointment as deemed fit.
- 6.2** Bank may, at its sole and absolute discretion, choose to avail all services or part thereof. Such decision will be advised during the course of the engagement. Bank will define the evaluation methodology in line with CVC and regulatory requirements and industry trends.

7. TERMINATION OF BIDDERS

- 7.1 During the contract period, the Bank reserves the right to terminate the engagement of the broker. The Bank's decision will be final in this regard.
- 7.2 Bank retains the authority to blacklist or bar a bidder for a specified period of the time from participating in its selection process where the Bank has authentic information the bidder has been debarred from participating in the bidding process by a foreign country, international organization or by a local organization on ground of fraud or corruption or for some other reason which, in the opinion of the Bank is not compatible with its policy and ethical standard.
- 7.3 If the service provided by the Broker is found to be unsatisfactory or if at any time it is found that the information provided for appointment or for any bid is false or if irregularities shown by the Bidder when applying for the bids, the Bank reserves the right to terminate such Broker without giving any notice in advance.

8. 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 on any reason for a late submitted response to RFP.

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.

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.

8.1 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 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.

8.2 Registration Process for Bidders

- Open the URL: <https://centralBank.abcpurchase.com/EPROC/>
- On Right hand side, Click and save the Manual "Bidder Manual for Bidders to participate on e-tender"
- Register yourself with all the required details properly.
- TRAINING:** Agency appointed by the Bank will provide user manual and demo / training for the prospective bidders
- 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.abcpurchase.com/EPROC Through e-tendering portal (Class II or Class III Digital Certificate with both Signing & Encryption is required for tender participation)
Support person and phone number for e-tender service provider for any help in accessing the website and uploading the tender documents or any other related queries.	e-Procurement Technologies Limited Technical Support Team Mr. Sujith Nair: 079 68136857 sujith@eptl.in Ms. Geeta : 079 90334460 geeta@auctiontiger.net Ms.Khushboo : 09510813528 khushboo.mehta@eptl.in Ms. Pooja : 09328931942 pooja.shah@eptl.in Ms. Komal : 07904407997 komal.d@eptl.in Mr Nandan Valera : 9081000427 nandan.v@eptl.in Ms Vrusha Soni : 9904407997 vrusha@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.abcpurchase.com/EPROC>. Bidders shall bear the cost of registration on the Bank's e-tendering portal. Rules for web portal access are as follows:

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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.

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

8.3.1 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 enroll on the Electronic Tendering System. To enroll Bidder has to generate User ID and password on the “[https://centralBank.abcprocure.com /EPROC](https://centralBank.abcprocure.com/EPROC)”

Registration of New Bidders: <https://centralBank.abcprocure.com/EPROC/bidderregistration>

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

8.3.2 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 form is required to authorize) to use the digital certificate as per Indian Information Technology Act, 2000 and subsequent amendment.

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

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

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

8.3.3 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.

8.3.4 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.abcpurchase.com/EPROC>

8.3.5 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 pay the tender fee mentioned in this document.

8.3.6 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 / Commercial.

Note: Bank and e-Procurement Technologies Limited shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other

unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. Bidder can fix a call with support team members in case guidance is required by calling on below mentioned numbers.

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

8.3.7 Close for Bidding

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

8.3.8 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

8.3.9 Short listing of Bidders for presentation:

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 next process of presentation. The short listed Bidder will be intimated by email.

8.3.10 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.

- a. The bid should be signed by the bidder or any person duly authorized to bind the bidder to the contract. The signatory should give a declaration and through authenticated documentary evidence, establish that he/she is empowered to sign the tender documents and bind the bidder. All pages of the tender documents are to be signed by the authorized signatory.

- b. The bid should contain no interlineations, erasures or over-writings, except as necessary to correct errors made by the bidder. In such cases, the person/s signing the bid should initial such corrections.
- c. The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
- d. No rows/columns of the tender should be left blank. Offers with insufficient information and Offers which do not strictly comply with the stipulations given above, are liable for rejection.
- e. The bid opening process will be conducted on-line.

8.3.11 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).

8.3.12 Relationship

This RFP does not intent to create, constitute or evidence any partnership, joint venture and trust or employer/employee relationship amongst the Parties and will constitutes an agreement between principals.

8.3.13 Audit/Review: Right to Inspect, Examine and Audit

All VENDOR records with respect to any matters / issues covered under the scope of this project in RFP shall be made available to the Bank at any time during normal business hours, as often as the Bank deems necessary, but not exceeding more than 2 times in a year, by prior advance notice of 15 days to the Vendor, to audit, examine, and make excerpts or transcripts of all relevant data. VENDOR shall also permit audit by internal/external auditors of the Bank or RBI.

8.4 PROPOSAL PROCESS MANAGEMENT

Bank reserves the right to accept or reject any and all proposals, to revise the RFP, to request one or more re-submissions or clarifications from one or more Bidders, or to cancel the

process in part or whole. 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.

8.5 DATE OF BID EXPIRATION

Proposals must be valid for a maximum period of 120 days from the date of expiry of the last date for submission of response to RFP.

8.6 BIDDER INDICATION OF AUTHORIZATION TO BID

Responses submitted by a Bidder to this RFP (including response to functional and technical Requirements) represent a firm offer to contract on the terms and conditions described in the 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.

8.7 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.

8.8. 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.

8.9 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.

8.10 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

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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.

8.11 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.

8.12 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.

9. BID PROCESS

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

9.2 All communications regarding points requiring clarifications and any doubts shall be given by email to smit3infosec@centralBank.co.in/smitpurchase@centralBank.co.in) by the intending bidders before 03:00 pm on 25.01.2022.

9.3 No verbal or individual consultation shall be entertained.

10. PRE-BID MEETING

10.1 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.

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

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

11. AMENDMENT TO RFP

- a. At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the RFP, by way of an amendment.
- b. Notification of amendments will be put up on the Bank's website (www.centralBankofindia.co.in) and will be binding on all bidders and no separate communication will be issued in this regard.
- c. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.

12. PREPARATION OF BIDS

- a. All bids and supporting documents shall be submitted in English.
- b. All pages of RFP and supporting documents should be stamped and signed by Authorized Signatory of the Bidder. All pages of the bid document should be serially numbered. The person/s signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page. The bidder should submit a copy of Board Resolution or power of attorney document showing that the signatory has been duly authorized to sign the bid document.
- c. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per Appendix-A.
- d. The bidder shall bear all costs associated with the preparation of and submission of the bid including cost of preparation/presentation etc. The Bank will not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

13. ERASURES OR ALTERATIONS

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

14. BID OPENING

- a. The preliminary scrutiny of the Bid/s received will be done to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed and whether items are offered as per RFP requirements, whether technical documentation as required to evaluate the offer has been submitted.

15. EVALUATION OF RFP

- a. The Bank will evaluate the bid/s submitted by the bidder/s under this RFP by the appropriate committee of the Bank. The Bank may engage an external agency for evaluation of the bid. It is Bank's discretion to decide at that point of time.
- b. At the time of evaluation of bid/s, the Bank may, at its discretion, waive any minor nonconformity or any minor irregularity in the bid which does not constitute a material deviation. Bank's decision in this regard will be final and the waiver shall be binding on all the bidders and the Bank reserves the right for such waivers. Bank may, at its sole discretion, decide to seek more information from the Bidder in order to normalize the bids.
- c. Bid submitted by the bidder will be evaluated based on the format mentioned in **Appendix-B**, where 80 Marks are allotted for Technical Evaluation. The Bidders who qualify the Eligibility Criteria and based on the Technical Evaluation marks will be declared selected for next process i.e. Presentation. These short-listed bidders will be intimated through email. No interim enquiries will be entertained. The decision taken by the Bank shall be final and no representation or correspondence shall be entertained.
- d. Only shortlisted bidders will be invited for a presentation on a specified date, time before the appointed committee of the Bank. The presentation shall carry 20 marks. The Successful bidders will be intimated about the date and time of presentation and will have to make their own travel and stay arrangements at their own cost. Bank will not bear the cost towards the same.
- e. The presentation shall comprise of: Need of Cyber Insurance for the Bank, Risk coverage, Customization, Design and Placement of Insurance Policy, Various Products on Offer, Procurement of a suitable policy, Maintenance & Renewal of Policy with a major focus on Claims – covering admissible losses, exclusions and settlement process etc., with a detailed role of the Insurance broker at each stage. To be specific, the presentation may cover minimum:
 - Functioning as a Broker for Central Bank of India in assisting the Bank for managing operational risks including Cyber Crimes.
 - Support services to the Bank from design to delivery of Cyber Insurance and its maintenance.

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- Claims lodgement, monitoring and support in the process of settlement.
 - Past & Current experience in handling Cyber/IT/ Digital /Fraud/Card insurance policies of various Banks/ FIs with claims experience.
- f. The Bidders called for presentation would be ranked on the basis of the sum total of score i.e. Technical Evaluation score ‘plus’ the Presentation Score. The top scorer will be selected as Insurance Broker for managing Cyber insurance cover and claims of the Bank initially for two years period – with provision of extension for one more year.
- g. The Bank reserves the right to accept or reject any application without assigning any reason whatsoever.

16. CLARIFICATIONS OF OFFERS

- a. During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time stipulated by the Bank.
- b. The Bank may repeat this process of obtaining clarification till Bank is satisfied. The shortlisted bidders agree that they have no reservation or objection to participate in this process and extend their co-operation to the Bank by submitting the response to this RFP.

17. MODIFICATION/CANCELLATION OF RFP

- a. The RFP is not an offer by the Bank but an invitation to get the response from the interested bidders for short listing the bidders for Bank’s requirements.
- b. The Bank reserves the right to cancel RFP process at any time, without thereby incurring any liabilities to the affected bidder[s]. Reasons for cancellation, as determined by the Bank in sole discretion include but are not limited to, the following:
- Services contemplated are no longer required.
 - Change in the scope of work or due to unforeseen circumstances and /or factors and /or new developments.
 - The project is not in the best interest of the Bank
- c. The Bank also reserves the right to modify/cancel/re-bid without assigning any reasons whatsoever. The Bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.

18. RESPONSIBILITY FOR COMPLETENESS

- a. The Bidder shall be responsible for any discrepancies, errors and omissions in the bid, or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the Bank or not. The Bidder shall take all corrective measures arising out of discrepancies, error and omissions in the bid and other information as mention above within the time schedule.
- b. The bidder shall ensure that the solution provided meets all the technical and functional requirements as envisaged in the scope of the RFP.
- c. Wilful misrepresentation of any fact within the Bid will lead to the disqualification of the Bidder without prejudice to other actions that Bank may take. All the submission, including any accompanying documents, will become property of Central Bank of India.
- d. The Bank reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of RFP or even after the award of contract.

19. 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.

20. 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.

21. SIGNING OF AGREEMENT

The bidder whose bid is accepted by the Bank will be referred to as the selected bidder and Bank will notify the name of the selected bidder by issuing suitable communication to the selected bidder. Bank will enter into Broker Agreement with the selected Bidder. The effective date shall be date of signing of agreement by the selected bidder.

22. PROJECT EXECUTION

The Bank and the selected bidder shall nominate an Executive preferably from local office, immediately on signing of agreement, who shall be the single point of contact for the project. However, for escalation purpose, details of other persons shall also be given.

23. GENERAL CONDITIONS

23.1 Intellectual property rights:

Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents, and other intellectual property rights of any nature whatsoever. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; or [b] replace or modify such deliverables to make them non- infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard.

The bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of the bidder.

23.2 Indemnity:

The selected bidder shall indemnify the Bank against any claims relating to the violation of intellectual property rights, deficiency of service in all matters relating to issuance and servicing of policies, settlement of claims and all other obligations as specified in the scope of the RFP. The indemnification obligation stated in this clause apply only in the event that the indemnified party **(Bank)** provides the indemnifying party **(bidder)** prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other

substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

24. Inspection of records

Bank at its discretion may verify the records or appoint third party for verification of records and the bidder shall extend all cooperation in this regard. Reserve Bank of India, IRDAI and other regulatory authorities may also conduct inspection of the services provided by the respondent to the Bank.

25. Assignment

The Broker firm shall not assign to any one, in whole or in part, its obligations to perform under the RFP/agreement, except with the Bank's written consent.

26. Confidentiality and non-disclosure

The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend; indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking / non-disclosure agreement as given in **Annexure-K**.

27. Amendments to the agreement

Once Insurance Broker agreement are executed with the bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.

28. Responsibilities of the bidder

By submitting a signed bid/response to this RFP the Bidder certifies that:

- a. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- b. 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. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.

- c. The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, under all phases involved in the performance of the provisions of this RFP. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfil all the terms and conditions of this RFP.

29. 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.

30. 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.

31. Preference to Make in India

Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP(BE-II) dated 28.05.2018, 29.05.2019, 04.06.2020 and dated 16-9-2020 to encourage ‘Make in India’ and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment.

It is clarified that for all intents and purposes, the latest revised order i.e. the order dated 16-9-2020 shall be applicable being revised Order of the original order i.e. Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 dated 15-6-2017.

The salient features of the aforesaid Order are as under:

1. **Class-I Local supplier** - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%
2. **Class-II Local supplier** - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%.
3. **Non-Local supplier** - a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
4. **The margin of purchase preference shall be 20 %.**, Margin of purchase preference means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

5. **“Minimum Local content”** for the purpose of this RFP, the ‘local content’ requirement to categorize a supplier as ‘Class-I local supplier’ is minimum 50%. For ‘Class-II local supplier’, the ‘local content’ requirement is minimum 20%. If Nodal Ministry/Department has prescribed different percentage of minimum ‘local content’ requirement to categorize a supplier as ‘Class-I local supplier’/ ‘Class-II local supplier’, same shall be applicable.

Verification of Local contents:

1. The local supplier at the time of submission of bid shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per Annexure-1G. Local content certificate shall be issued based upon the procedure for calculating the local content /domestic value addition on the basis of notification bearing no. F. No.33(1) /2017-IPHW dated 14-9-2017 issued by Ministry of Electronics and Information Technology read with Public Procurement (Preference to Make in India) Order 2017 Revised vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 16-09-2020
2. False declaration will be in breach of the Code of Integrity under Rule 175(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 of the General Financial Rules along with such other actions may be permissible under law.
3. A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarments. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities in the manner prescribed under order No P-45021/2/2017-PP(BE-II) dated 16-09-2020, para 9(h).

For Preference to Make in India:

The selection will be made as per criteria for award of contract among two bidders in accordance with the criteria laid down by Bank and as per procedures laid down in public procurement (Preference to Make In India) order 2017, revision dated 16/09/2020 vide order P-45021/2/2017-PP (BE – II) issued by GOI particularly the provisions of sub para (c) and (d) of para 3(B) of the said order. Relevant provisions of sub para (c) and (d) of para – 3(B) of the said order are as follows:-

(c) If ‘Class I Local suppliers qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case ‘Class I Local suppliers’ do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the ‘Class I Local supplier’ over ‘Class II local suppliers’ / ‘Non local suppliers’ provided that their quoted rate falls within 20% margin of purchase

preference of the highest quoted bidder considered for award of contract so as to ensure that the ‘Class I Local suppliers’ taken in totality are considered for award of contract for at least 50% of the tendered quantity.

(d) First purchase preference has to be given to the lowest quoting ‘Class-I local supplier’, whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting ‘Class-I local supplier’, does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity. An opportunity may be given to next higher ‘Class-I local supplier’, falling within 20% margin of purchase preference, and so on.

- i. Among all qualified bids, the lowest bid will be termed as L1.
- ii. If L1 is class – I local supplier, the order will be divided in two bidders L1 & next class I bidders falling within Margin of purchase and ready to match the L1 price in ____ : ____ ratio. In case of non-availability of other class I bidders, order will be awarded to lowest class II local supplier who agrees to match the price of L1.
- iii. If L1 is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference (i.e. 20%) and the remaining 50 % of the order quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price (inclusive of duties, taxes and freight & insurance). In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price and so on, and order/contract shall be awarded accordingly.
- iv. If L1 is not a 'Class-I local supplier' and none of the class – I local supplier falls under 20% margin with L1, purchase preference should be given to the ‘Class I local supplier’ over ‘Class II local suppliers’ within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the ‘Class I Local suppliers’ taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- v. In case, no ‘class – I local supplier’ qualifies for the award, 50 % contract will be awarded to L1 and remaining 50% contract will be awarded to next higher qualified bidder subject to matching the price with L1.

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

32.1 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.

33. Force majeure

The bidder shall not be liable for default or non-performance of the obligations under the RFP, if such default or non-performance of the obligations under RFP is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.

For the purpose of this clause, “Force Majeure” shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.

In the event of any such intervening Force Majeure, the Bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within seven calendar days. Unless otherwise directed by the Bank, the Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the event of Force Majeure.

In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

34. 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 bid submission) designed to establish 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 Company ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the Company has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

35. Resolution of disputes

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days’ notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator.

The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be Mumbai, India.

36. Jurisdiction of the court

All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in Mumbai only and the parties agree to submit themselves to the jurisdiction of such court this RFP/contract agreement shall be governed by the laws of India.

Deputy General Manager- CISO

Annexure-A

Checklist - Vendors to verify the checkpoints.

1	Check List	
2	Bid Covering Letter Format	
3	Non-Disclosure agreement format	
4	Track Record in Insurance Broking with Banks / Financial Institutions	
5	Technical Bid Format & Compliance Statement	
6	Copy of Certificate of incorporation, Memorandum and Articles of Association, details of Registered Office, Address for communication, key contact person etc. (with attestation of the Firm / Association)	

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7	Copy of original license issued by IRDAI and proof of renewal of license if any, with attestation.	
8	Copy of Audited Balance sheet for FY 2018-19, 2019-20 and 2020-21. with attestation of copies & Auditor/CA certificate wherever required.	
9	Copy of engagement letters or policy copies of Scheduled Commercial Banks & Other Financial Institutions (with attestation of firm)	
10	Declaration in Company/firm letter head.	
11	Information of other offices / Branches as per the Format given	
No.	Other Clauses	[Yes/No]
1	Whether the Bid is authenticated by authorized person? Copy of Power of Attorney or Authorization letter from the company authorizing the person to sign the bid document is to be submitted with the Bid	
2	Whether all pages are authenticated with signature and seal (Full signature to be affixed and not initials). Erasures / Overwriting / Cutting / Corrections authenticated Certification / Undertaking is authenticated?	
3	Whether the Bid is prepared as per the instructions provided in APPENDIX A and is placed along with the relevant documents / annexures in an envelope super scribed “Appointment of Insurance Broker for Managing Cyber Insurance Cover & Claims for Central Bank of India” in response to RFP- CO:DIT:PUR:2021-22:350. The Name of the Bidder and Due date of the RFP is specified on the top of the envelope.	
4	Whether all Documents are of submitted with Indexing & Page numbering	

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

Signature

Authorised Signatory

Seal of company

Place :

Date :

Annexure-B

Bid Covering letter format

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

The Asst. General Manager,
Central Bank of India,
DIT, 1st floor, Sec.11,
Plot No.26, Opp. Belapur Rly. Stn.

***“Appointment of Insurance Broker for managing
Cyber Insurance cover and claims for the Bank”***

RFP Ref. No. CO:DIT:PUR:2021-22:350

CBD Belapur,
Navi Mumbai-400 614.

Dear Sir,

**Reg: RFP for Appointment of Insurance Broker for Managing Cyber Insurance and
Claims for Central Bank of India**

Ref: Your RFP: CO/DIT/PUR/2021-22/ Dated : <DATE>

Having examined the RFP document including all **Annexures** the receipt of which is hereby duly acknowledged, we, the undersigned, offer for appointment of Insurance Broker in conformity with the said RFP.

If our offer is accepted, we undertake to ensure smooth issuance, renewals and claims related to Bank's proposed Cyber Insurance Policy.

If our offer is accepted, we undertake to provide MIS on policies sold and serviced through selected Insurance Companies by interacting with Offices and Branches of Central Bank of India, on a day to day basis, if contacted.

We agree to abide by and fulfil all the terms and conditions of the RFP.

We enclose a list of clients in India (giving their full addresses) where we have entered into similar type of arrangements with other Scheduled Commercial Banks / Financial Institutions.

We accept all the Instructions, Technical Specifications, Terms and Conditions and Scope of Work of the subject RFP.

Declaration:

- a. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, in short-listing of bidders.
- b. 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.
- c. 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.

Signature

Authorised Signatory

Seal of company

Date

Place

Annexure-C

**Acceptance of terms and conditions
(LETTER TO THE BANK ON THE BIDDER’S LETTERHEAD)**

To,

The Asst. General Manager,
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 Appointment of Insurance Broker for Managing Cyber Insurance and Claims for Central Bank of India

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 120 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-D

**(LETTER TO THE BANK ON THE BIDDER’S LETTERHEAD)
BIDDER INFORMATION FOR APPOINTMENT OF INSURANCE BROKER WITH
CENTRAL BANK OF INDIA
Ref: Your RFP: CO/DIT/PUR/2021-22/ Dated : <DATE>**

1	Name of the Company			
2	Complete Address with Tel No. & Website			
3	Name, Designation, Contact No. & Email ID of the official for any communication in relation to the bid			
4	Year of Establishment			
5	Month & Year of Business Commencement			
6	IRDAI License No. and Date			
7	PAN/TAN			
8	Service Tax Registration No.			
9	Number of Insurance Broking Branches on 31.12.2021.			
10	Financial Information (Rs. in Cr)	2018-19	2019-20	2020-21
A	Turn Over			
B	Operating Profits / Loss			
C	Profit /Loss after Tax			
11	Business Information			
A	Number of Cyber Policies structured for SCB/FIs			
B	Gross Premium placed (in Cr.)			
C	No. Of Cyber insurance policy Structured (All Org)			
D	Number of Cyber Claims handled/ facilitated			

- I. We have read and understood the terms and conditions of the RFP and express our agreement to them and confirm that decisions of Central Bank of India with regard to RFP will be binding on us.

***“Appointment of Insurance Broker for managing
Cyber Insurance cover and claims for the Bank”***

RFP Ref. No. CO:DIT:PUR:2021-22:350

- II. The information contained in the bid sheet is correct to the best of our knowledge and belief.
- III. We further confirm that our Company is in a position to comply with all the requirements in the RFP.
- IV. All the copies of documents supporting the details specified in the RFP are attached.
- V. We confirm that we have not been barred / blacklisted / disqualified by any Regulatory / Statutory body in India and we understand that if any false information is detected at a later date, the assignment shall be cancelled at the discretion of the Bank.
- VI. We declare that the Key Personnel in the Company who are associated with the — Insurance Broker under Proposed Cyber Insurance cover & claims as specified in RFP are not related to the any Staff/Executive of Central Bank of India.

Date:

Place:

SIGNATURE

(Authorised Signatory)

***Note: The relevant supporting documents should be attached without which the offer is liable for rejection.**

***“Appointment of Insurance Broker for managing
Cyber Insurance cover and claims for the Bank”***

RFP Ref. No. CO:DIT:PUR:2021-22:350

Annexure-E

(ELIGIBILITY CRITERIA COMPLIANCE)

Sl. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted along with the RFP
1.	Only well established and reputed Insurance Broking Firm/s, Companies, LLP licensed by IRDAI and Registered under Company's Act 1956, be considered. License validity should not have any gaps since inception of firm. License should be valid as on date of submission of response to this RFP.		Copies of license issued by IRDAI, from inception, duly attested by Authorized Signatory.
2.	The applicant should be a Firm/Company /LLP/Partnership Firm established in India and should have been in existence for the last 5 years as on 31.12.2021. No two entities joining together (JVs) specific to this project will be considered.		Copy of the certificate of incorporation and certificate of commencement of business or Registration certificate, duly attested by Authorized Signatory.
3	The Bidder should have fully operational insurance broking branches in India with dedicated claims department.		Details of insurance Broking Offices on their Letter Heads as per the format attached
4	The Bidder shall be serving at least three Financial Institutions out of which minimum one should be Scheduled Commercial Bank (SCB) as on 31.12.2021		Letters of Engagement of Insurance Broker by the Banks/FIs or policy copies
5	Should have a minimum Turn Over of at least Rs.10 Crores in each of the past three financial years i.e. 2018-19, 2019-20 and 2020-21.		Certificate from Company's Chartered Accountant to this effect furnishing the details based on Audited Financials.
6	The Bidder Company should be profit making company for the last three financial years i.e., 2018-19, 2019-20 & 2020-21. This profit should be from Insurance broking business activities.		A copy of last three financial years' relevant audited balance sheets and profit and loss statements should be submitted with the offer.

***“Appointment of Insurance Broker for managing
Cyber Insurance cover and claims for the Bank”***

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7	Full time employees on pay rolls (excluding contract and sub contract employees) who are exclusively engaged for insurance business as on 31.12.2021 should be at least 50.		Suitable document showing EPF / NPS contribution / HR declaration in support as on 31.12.2021 should be attached.
8	The applicant should not have been blacklisted / barred / disqualified by any regulator / statutory body/ PSU/ Government Undertaking in last two financial years and also as on current date. The applicant should not be subject to any on-going or previous enquiry by the CVC. The applicant should not have received any warning/penalty for misconduct from IRDAI in last two financial years and also as on current date.		A notarized affidavit to this effect must be furnished.
9	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)
10	The Bidder's firm should not be owned or controlled by any Director or Employee or Relatives of Central Bank of India. None of the Directors or Employees of the applicant organisation is associated directly/indirectly with any insurance company as their agent, corporate agent or promote/sell their products in any way in India.		A Self declaration by the Bidder on Company's letter head.
11	The Firm should confirm that Insurance Broking services will be free of cost/expenses to the Bank.		Declaration by the Bidder on Company's letter head & duly signed by Authorized Signatory.

Signature

Authorised Signatory

Seal of company

***“Appointment of Insurance Broker for managing
Cyber Insurance cover and claims for the Bank”***

RFP Ref. No. CO:DIT:PUR:2021-22:350

Annexure-F

Statement of assignments handled by Bidder (from 01.04.2020 to 31.12.2021)

Insurance Broking assignments with Scheduled Commercial Bank & Financial Institutions

S.No.	Name and complete Postal Address of the SCB / Financial Institution	Name, Designation, Telephone, Fax, email address of the contact person	No. of Years of Broker ship with the SCB / Financial Institution	Documents substantiating the engagement
1	2	3	4	5

Date :-

Signature with Seal

Name:

Designation:

- Assignments done during the financial years 01.04.2020 to 31.12.2021 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.

***“Appointment of Insurance Broker for managing
Cyber Insurance cover and claims for the Bank”***

RFP Ref. No. CO:DIT:PUR:2021-22:350

Annexure-G

(Undertaking)

Place:

Date:

To:

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

Undertaking (To be submitted by all Bidders' on their letter head)

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 also undertake that, we were never involved in any legal case 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 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 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 are not from such a country or if from a country, has been registered with competent authority. We certify that we fulfil all the requirements in this regard and are eligible to participate in this RFP.

Yours faithfully,

***“Appointment of Insurance Broker for managing
Cyber Insurance cover and claims for the Bank”***

RFP Ref. No. CO:DIT:PUR:2021-22:350

Authorized Signatories

(Name, Designation and Seal of the Company)

Date:

Annexure-H

Compliance to RFP terms & conditions

Reg : Your **RFP: CO/DIT/PUR/2021-22/ Dated : <DATE>**

DECLARATION

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

Compliance	Description	Compliance (Yes / No)	Remarks / Deviations
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all Annexures , corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of bids)		
Scope of Work	We certify that the services offered by us for tender conforms to the Scope of work (as per point no.5) stipulated by you except the following deviations.		

(If left blank it will be construed that there is no deviation from the scope given above)

These are the mandatory conditions. Each bidder has to provide the compliance for the above.

***“Appointment of Insurance Broker for managing
Cyber Insurance cover and claims for the Bank”***

RFP Ref. No. CO:DIT:PUR:2021-22:350

Signature:

Name:

Date:

Seal of company:

Annexure-I

Pre Bid Query Format

S. No.	Section and Clause Reference No.	Page No.	RFP Text	Query	Response to query (to be left blank by the vendor)

***“Appointment of Insurance Broker for managing
Cyber Insurance cover and claims for the Bank”***

RFP Ref. No. CO:DIT:PUR:2021-22:350

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***“Appointment of Insurance Broker for managing
Cyber Insurance cover and claims for the Bank”***

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Annexure-J

(To be submitted by all bidders on their letter head)

Specific Information on Cyber Claims Management, Experience and Information on Claims

Fin Yr	No of Cyber Insurance Claims Facilitated for CBS & FIs	Total Claim Amt (Rs in lakh)	No of Claims Settled	Amount of Claim Settled (Rs in lakh)
2018-19				
2019-20				
2020-21				
Out of above, claims above Rs. 10,00,000				
2018-19				
2019-20				
2020-21				

Date:

.....

Signature with Seal

Name:

Designation:

Annexure-K

Non-Disclosure Agreement

This Agreement made at _____, on this _____ day of _____, 2022, BETWEEN _____ a Company incorporated under the Companies Act, 1956/ 2013 having its registered office at _____ (hereinafter referred to as “-----” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART;

AND

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

And CBI are hereinafter individually referred to as party and collectively referred to as “the Parties”. Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

WHEREAS:

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

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

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

negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof. Either of the Parties may use the Confidential Information solely for and in connection with the Purpose.

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

1. Non-disclosure: The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party’s Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.
2. Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.
3. Publications: Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner

whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

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

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

5. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
6. Return of Confidential Information: Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. Remedies: The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.
8. Entire Agreement, Amendment, 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.
9. Governing Law and Jurisdiction: The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.
10. General: The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided “as is”. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.
11. Indemnity: The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

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

For and on behalf of

Name of Authorized signatory:

Designation:

For and on behalf of CENTRAL BANK OF INDIA

Name of Authorized signatory:

Designation:

Annexure-L

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.

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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.

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 duly stamped (Rs. 600/-)

(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.

(4) Bank has appointed Independent External Monitor (hereinafter referred to as IEM) for this Pact.

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

Sri Jagdip Narayan Singh [mail: jagadipsingh@yahoo.com]

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

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

Section 8 – Independent External Monitor / Monitors

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

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

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

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Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.

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

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

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

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

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

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman & Managing Director of CENTRAL BANK OF INDIA.

Section 10 – Other provisions

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

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

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

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

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

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

(Office Seal)

(Office Seal)

Place_____

Place_____

Date_____

Date_____

Witness1:

Witness1:

Name & Address

Name & Address

Witness 2:
Name & Address

Witness 2:
Name & Address

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Annexure-M

Statement of Broker’s offices / Branches

Insurance Broking assignments with Scheduled Commercial Bank & Financial Institutions

S.No.	City	Name and complete Postal Address of the Office / Branch	Name, Designation of the Branch Head	Contact Number of the Branch Head	Mail id of the Branch Head
1	2	3	4	5	6

Date :-

Signature with Seal

Name:

Designation:

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APPENDIX-A

Instructions to be noted while preparing/submitting the Bid

The Proposal should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory.

- a) Index of the entire document submitted with page numbers.
- b) Power of Attorney / Authorization letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the tender documents.
- c) Bidder's Covering letter as per Annexure-B.
- d) Documentary proof in support of the Eligibility Criteria.
- e) Non-Disclosure Agreement as per Annexure-K.
- f) Compliance to scope of work should be complete with all the columns filled in and should be prepared in the format as per Annexure-H.
- g) Track record as Insurance Broker with Bank / Financial Institution covering Name and addresses of major clients and email ids, telephone numbers (landline and mobile no), fax numbers of their contact executives etc. as per Annexure-F.
- h) Compliance statement as per Annexure-C. This statement must cover bidder's response to all the Technical Specification, terms and conditions and Scope of Work specified in the offer document (Terms and Conditions).
- i) Specific information on claims management, experience and data regarding claims settlement as per Annexure-J
- j) Information of Broker's offices / branches as per Annexure M

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APPENDIX-B

Evaluation Process

The Technical evaluation will be based on the following criteria:

Sr N o	Parameter	Min Marks Required	Max Marks	Marks Allotted	Scoring Mechanism
1	Number of Years in Insurance Broking Business in India as on 31.12.2021 as per IRDAI License.	3	10		i. For 5 Years Marks – 3 ii. One (1) Mark For every additional completed year or part thereof over 5 years
2	Number of Insurance Broking branch offices with Broker Qualified full time employees operating in India as on 31.12.2021	5	10		i. For 1 to 5 locations Marks – 5 ii. One (1) mark for every other location
3	Number of Scheduled Commercial Banks and Financial Institutions serviced (no part of the assignment was outsourced to third parties) by the firm/ company for cyber Insurance as on 31/12/2021 (currently serving)	2	10		i. For 3 FIs including one SCB Marks – 2 ii. Two (2) marks for each SCB Bank + 1 mark for each FI
4	Minimum Turn Over of the Firm/Company (Rs. in Crores) in each year should be Rs. 10 Crores 2018-19 2019-20 2020-21	5	10		i. For Turn over of Rs. 10 Crore in each year Marks – 5 ii. One mark

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					for every additional INR 10 Cr or part thereof
5	The Bidder Company should be profit making company for the last three financial years i.e., 2018-19 2019-20 2020-21	5	10		i. For annual profit after tax upto Rs. 5 Crore in each year Marks – 5 ii. One mark for every additional INR 5 Cr or part
6	Full time employees on pay rolls (excluding contract and sub contract employees) who are exclusively engaged for insurance business as on 31.12.2021 should be at least 50.	5	10		i. For 50 employees on pay roll Marks – 5 ii. One mark for every additional 25 employees or part
7	Average Premium collection / placement in last 3 Financial years 2018-19 2019-20 2020-21	2	10		i. Upto Rs.50 Crore (Average of 3 years) Marks – 2 ii. One mark for every additional 25 Crore over 50 Crore.
8	Claim Experience : High value Cyber Insurance Claims (claims above Rs. 10 Lakh) facilitated for settlement from 01/04/2018 to 31/03/2021 2018-19		10		i. Two marks for every claim settled during the period from 01 /04/2018 to

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	2019-20 2020-21				31/03/2021.
9	Presentation before the evaluation Committee: Covering: Need for Cyber Insurance for the Bank, Customization, Design and Placement of insurance policy, Various products on offer. Procurement of a best suited Policy, maintenance, Renewal, Claims - coverage and settlement process etc. with detailed role of the Insurance Broker at each stage.		20		
	TOTAL		100		