



REQUEST FOR QUOTATION (RFQ)
FOR
SELECTION OF FIRMS/COMPANIES TO PROVIDE ONE-ON-ONE PROFESSIONAL
BEHAVIORAL COACHING TO EXECUTIVES IN SMG AND TEG CADRE IN THE
BANK

(FOR EMPANELLED VENDORS ONLY)

RFQ Ref. No.: CO/HRD/MPT/2022-23/03

Date: 18 January 2023

Central Bank of India
Human Resource Development Department
Learning & Development Division

Sir Sorabji Pochkhanawala Bankers' Training College
JVPD Scheme, Juhu Vile Parle (West), Near Cooper Hospital
Mumbai, Maharashtra – 400056

Disclaimer

The information contained in this Request for Quotation (RFQ) is provided to the Empanelled Vendors on the terms and conditions set out in this RFQ document as well as parent RFP document Ref. No. CO/HRD/MPT/2022-23/01 dated 21.10.2022. The RFQ document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into contract or arrangement with Bank in relation to the provision of services.

The RFQ document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder/s as identified by the Bank after completion of the selection process as detailed in this document. No contractual obligation whatsoever shall arise from the RFQ process unless and until a formal contract is signed and executed by duly authorized officers of the Bank with the Bidder/s. The purpose of this RFQ is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFQ does not claim to contain all the information each Bidder may require. Bidders should conduct their own investigations & analysis and should check the accuracy, reliability and completeness of the information in this RFQ and where necessary, obtain independent advice. The Bank makes no representation or warranty and shall incur no liability under any law, statute, rule or regulation as to the accuracy, reliability or completeness of this RFQ. Central Bank of India in its absolute discretion, but without being under any obligation to do so, may update, amend or supplement the information in this RFQ. The Bank also reserves the right to accept or reject any or all the responses to this RFQ without assigning any reasons whatsoever.

This document is prepared by Central Bank of India for selection of firm(s) to provide One-on-One Professional Behavioral Coaching to Executives in SMG & TEG Cadre in the Bank. It should not be re-issued or copied or used either partially or fully in any form.

IMPORTANT DATES & INFORMATION

SRN	Activities	Date & Time
1	RFQ Reference No.	CO/HRD/MPT/2022-23/03
2	RFQ Issuance Date	18/01/2023
3	Last date and time for submission of query	20/01/2023, 03.00 pm
4	Last date to provide reply to queries/clarifications by Bank to empanelled vendors(s)	20/01/2023
5	Last Date of Submission of RFQ Response (Closing Date)	25/01/2023, 03:00 pm
6	Address For Proposal Submission	Assistant General Manager – L&D Sir SPBT College JVPD Scheme, Juhu Vile Parle (West), Mumbai, Maharashtra – 400056
7	Date of Opening of Bid	25/01/2023, 03:15 pm
8	Place of Opening of Bid	Room No. 6, Ground Floor Sir SPBT College JVPD Scheme, Juhu Vile Parle (West), Mumbai, Maharashtra – 400056
9	Cost of RFQ	NIL
10	RFQ Coordinator Details	Mr. Sanjay Mallik, AGM – HRD (L&D) 022-6145 8003 dgmspbtc@centralbank.co.in

The dates mentioned above are tentative and the Bidder acknowledges that it cannot hold the Bank responsible for any revision in these dates. Any revision in dates will be published in Bank's website.

TABLE OF CONTENTS

1. Introduction.....	6
2. Objectives of the RFQ.....	6
3. Definitions.....	6
4. Invitation for Tender Bids.....	7
5. Scope of Work	7
6. Cost of RFQ Document	9
7. Integrity Pact.....	9
8. Language of Bid	9
9. Amendments of Bidding Documents	9
10. Bid/Offer	10
11. RFQ Clarifications.....	11
12. Other Terms and Conditions of RFQ	11
13. Instructions for Bid Submission	12
14. Modifications and Withdrawals of Bids.....	12
15. Rejection of Bid.....	13
16. Commercial Bid Evaluation.....	13
17. Period of Bid Validity	14
18. Intellectual Property Rights.....	14
19. Service Level Agreement	15
20. Payment Terms	15
21. Penalty for not meeting timelines	15
22. Penalty Clause	16
23. Authorized Signatory	16
24. Confidentiality.....	16
25. Indemnity and Limitation of Liability	17
26. Minimum Wages	17
27. Non-Transferable Offer.....	18
28. Responsibility for Completeness.....	18
29. Audit.....	18
30. Force Majeure	19

31. Exit Clause.....	19
32. Jurisdiction	20
33. Limitation on Promotion.....	20
34. Termination on Insolvency.....	20
35. Governing Law and Disputes Resolution.....	20
36. Tender / RFQ Cancellation	21
37. Conflict of Interest	21
38. Non-Solicitation.....	21
39. Proposal Ownership.....	21
40. Taxes and Duties	21
41. Submission of Bids	22
42. Appendix One: Tentative List of Locations	23

ANNEXURES

Annexure Number	Title	Page No
Annexure A	Letter of Acceptance	24
Annexure B	Bid Form	26
Annexure C	Compliance to RFQ Terms & Conditions	28
Annexure D	Signed Copy of RFQ Document	
Annexure E	Proposed solution with implementation plan	30
Annexure F	Project Timelines	31
Annexure G	Implementation Team Profile	32
Annexure H	Commercial Bid (in separate sealed cover)	33
Annexure I	Undertaking by Bidder	34
Annexure J	Declaration for Compliance	36
Annexure K	Bid Query Format	37
Annexure L	Pre-Contract Integrity Pact	38
Annexure M	Confidentiality / Non-Disclosure Agreement	47
Annexure N	List of Documents to be submitted	52

1. Introduction

Central Bank of India is one of the PSU Banks with a network of more than 4500 branches and 2900 ATMs spread across the nation. The Bank offers a wide range of products and services to both Corporate and Retails Customers. The Bank also provides services to its customers through alternate channels such as Internet Banking, Debit Cards, Mobile Banking, etc. The Bank is also forging ahead with cutting edge technologies and innovative banking models.

(More details are available on our website – www.centralbankofindia.co.in)

2. Objectives of the RFQ

Central Bank of India (hereinafter called as “Bank” or “the Bank”) wishes to invite RFQ proposals from Vendors empanelled to provide One-on-One Professional Behavioral Coaching to Executives in SMG & TEG Cadre in the Bank through RFP process conducted vide RFP Ref. No. CO/HRD/MPT/2022-23/01 dated 21.10.2022.

Central Bank of India intends to issue this bid document, hereinafter called RFQ, to empanelled vendors, to participate in the competitive bidding to provide One-on-One Professional Behavioral Coaching to Executives in SMG & TEG Cadre in the Bank.

3. Definitions

Following terms are used in the document interchangeably to mean:

- 3.1. “Assignment” means the work to be performed by the selected Bidder pursuant to the Contract
- 3.2. “Bank”, unless excluded by or repugnant to the context or the meaning thereof, shall mean ‘Central Bank of India’, which has invited bids under this Request for Quotation and shall be deemed to include its successors and permitted assigns
- 3.3. “Contract” or “Agreement” means the Contract signed by the successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 3.4. “Day” means calendar day
- 3.5. “Disclosing parties / Receiving Parties / Party / Parties” means Central Bank of India and Successful Bidder or both as the case may be
- 3.6. “Personnel / Resources” means professionals and support staff provided by the selected Bidder
- 3.7. “Proposal / Bid / Tender” means Response to the RFQ Document with Technical proposal including any documents submitted by the bidder as per the formats prescribed in the RFQ
- 3.8. “RBI” means Reserve Bank of India
- 3.9. “Recipient / Respondent / Bidder / Partner / Organization / Institution” means the “Person(s) / Firm / Organization / Vendor submitting RFQ response / Bid offer as per the details mentioned in this document”
- 3.10. “RFP” means the Request for Proposal prepared by Central Bank of India for Empanelment of Firms/Companies to provide One-on-One Professional Behavioral Coaching to Executives in SMG& TEG Cadre in the Bank.
- 3.11. “RFQ” means this Request for Quotation prepared by Central Bank of India for selection of Firms/Companies to provide One-on-One Professional Behavioral Coaching to Executives in SMG& TEG Cadre in the Bank.

- 3.12. "Scheduled Bank" means a bank which is listed in the Second Schedule of the Reserve Bank of India Act, 1934.
- 3.13. "Successful / Selected Organization or Bidder" means the organization / bidder selected as the successful Bidder by the Bank in accordance with this RFQ.
- 3.14. "Website" means Bank's official website "www.centralbankofindia.co.in"

4. Invitation for Tender Bids

- 4.1. **This RFQ is an invitation for bidder responses from empanelled vendors only.** No unsolicited offers shall be accepted. No contractual obligation on behalf of the Bank whatsoever shall arise from the RFQ process unless and until a formal contract is signed & executed by duly authorized officers of the Bank and the empanelled vendor. However, until a formal contract is prepared and executed, this offer together with Bank's written acceptance & notification of award shall constitute a binding contract with the empanelled vendor.
- 4.2. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the RFQ document. Failure to furnish any information required by the RFQ document or to submit a bid not substantially responsive to the RFQ document in every respect will be at the Bidder's risk and may result in the rejection of its bid. The procedure, terms & conditions for submission of bid are enumerated in this RFQ.
- 4.3. All offers of the bidders shall be unconditional and once accepted whether with or without modifications by the Bank shall be binding between the Bank and such Bidder.
- 4.4. The RFQ Document can be downloaded from Bank's Website <https://www.centralbankofindia.co.in>.
- 4.5. The terms of the RFQ shall be read in consonance with the terms stated in the RFP document. Bank's decision in this respect to any interpretation of RFP and RFQ terms shall be final and binding.

5. Scope of Work

The Scope of work is detailed in the corresponding RFP Ref. No. CO/HRD/MPT/2022-23/01 dated 21.10.2022. The technical requirement is reproduced below for convenience:

- 5.1. The selected vendor would be required to provide One-on-One Professional Behavioral Coaching to Executives in SMG & TEG Cadre in the Bank to support them in executing the individual development action plan. The selected vendor shall be responsible for execution of entire scope of the corresponding RFP & this RFQ.
- 5.2. The selected bidder would identify the key areas that Bank personnel need to be coached on. These will be identified in line with the behavioral competencies defined in the Bank.
- 5.3. The selected bidder would design a coaching methodology that will work best in long-term.
- 5.4. The selected vendor will ensure the best coaches are on boarded who are having coaching experience and have relevant certifications.
- 5.5. The selected vendor will be responsible for development of the coaching calendar for the duration

- of the project.
- 5.6. The selected vendor will schedule coaching session in cognizance of the availability of the coach and the coachee.
 - 5.7. The selected vendor would adhere to the deliverable timelines.
 - 5.8. The selected vendor has to define tangible metrics to measure the outcome from coaching sessions. There should also be clear next steps on the development areas identified for the employee undergoing coaching sessions.
 - 5.9. The selected vendor will design and develop weekly dashboards for consumption by the Bank leadership.
 - 5.10. The selected vendor would be required to assign a project manager to drive the project in all stages of providing behavioral coaching and assessing the impact.

Central Bank of India aims to start One-on-One Executive Coaching journey for Regional & Zonal Heads of the Bank in Phase One. Through this RFQ, Central Bank of India invites proposals from empanelled vendors to undertake the assignment as per the scope defined in the corresponding RFP.

Some details regarding the assignment are mentioned below:

No. of Vendors to be Selected	Three
No. of Executives who are to be assessed	102 Executives in Phase One to be divided amongst three vendors as: L1 : 38 L2 : 34 L3 : 30
No. of Sessions per Participant	6 – 9 sessions
Duration of Each Session	Minimum 90 mins
Duration of Coaching Journey	6 – 9 months (minimum gap of 21 days between sessions)
Mode of Session	Can be conducted in Hybrid mode with at least 3 sessions in offline mode (First and Last session to be in offline mode mandatorily)
Location of Executives	Pan India (Refer APPENDIX ONE : Tentative List of Locations for each vendor)
Assessment Report of Executives	Will be shared with selected vendors
Other project specific eligibility criteria	As specified in the corresponding RFP

6. Cost of RFQ Document

- 6.1. The Cost of RFQ document is NIL and the document can be downloaded from Bank's website (<https://www.centralbankofindia.co.in>).
- 6.2. All costs and expenses (whether in terms of time or material or money) incurred by the Recipient/Bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Bidder.

7. Integrity Pact

Only those bidders, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering the Integrity pact would be the preliminary qualification. Any bid not accompanied by Integrity Pact duly signed by the bidder along with the technical bid, shall be a non-responsive bid and shall be summarily rejected. IP shall cover all the phases of contract i.e., from the stage of Notice Inviting Tender (NIT) / Request for Proposal (RFP), till the conclusion of contract i.e., final payment or duration of warranty / guarantee. Integrity pact will be considered as part of RFQ and same to be submitted duly signed with the bid. Non submission of IP will lead to rejection.

Format of IP (to be executed on stamp paper worth Rs. 500) is attached as Annexure L for strict compliance.

8. Language of Bid

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

9. Amendment of Bidding Documents

- 9.1. Central Bank of India reserves the right, in its sole discretion, of inclusion of any addendum to this entire RFQ process. The Bidder shall not claim as a right for requiring Central Bank of India to do the aforesaid.
- 9.2. At any time before the deadline for submission of Applications/Offer, Central Bank of India may, for any reason, modify this RFQ Document and all such modifications shall be binding on the Bidder.
- 9.3. All prospective bidders shall be notified about the amendment through a notification on Bank's website. All prospective bidders to this RFQ are required to check for addendums / amendments / notices to this RFQ on the website till the last date of availability, prior to submission of bids and all such addendums / amendments / notices shall be binding on them.
- 9.4. The bidders themselves need to take addendums from website. The Bank has no responsibility/obligation to send them individually to bidders.
- 9.5. If required in order to allow prospective Bidder reasonable time in which they need to take the amendment into account in preparing their Applications, Central Bank of India at its sole discretion reserves the rights to extend the deadline for the submission of Applications and same shall be

notified on Bank's website. However, no request from the bidder, shall be binding on Central Bank of India for the same. Central Bank of India's decision in this regard shall be final, conclusive and binding on all bidders.

10. Bid/Offer

- 10.1. Hard copies of the bid document in sealed envelope to reach the authorized person at the address as given below, through registered post or courier or messenger within the timelines prescribed by the Bank:

The Asst. General Manager (L&D)
Sir SPBT College
Sant Gyaneshwar Marg, Near Cooper Hospital,
JVPD Scheme, Juhu Vile Parle (West),
Mumbai, Maharashtra – 400056

- 10.2. The Bid / Offer should be complete in all respects and contain all information asked for in this document.
- 10.3. Bidders are expected to examine all terms and instructions included in the RFQ & RFP. Failure to provide any requested information in this RFQ will be at bidder's own risk and may result in the rejection of the proposal.
- 10.4. The proposal/ bid being submitted would be binding on the Bidder. All pages of the Bid should be signed by the authorized signatory of the bidder. A power of attorney/authorization letter/board resolution to that effect shall be submitted by the bidders along with bid.
- 10.5. Bid document shall be signed in full & official seal/stamp affixed. All such signatures shall be supported by a rubber stamp impression of the Bidder's firm/company.
- 10.6. The proposal must be accompanied with undertaking letter duly signed by the authorized signatory as per the related annexures on the letterhead of the bidder firm/company only. The letter should also indicate the complete name and designation of the authorized signatory.
- 10.7. RFQ documents signed by authorized signatory and submitted by bidder will be scrutinized, and only if it is as per prescribed format and guidelines given in this document will the financial bid be opened and evaluated.
- 10.8. Signed & Sealed copy of all the pages in RFQ to be submitted in the bid.
- 10.9. All the annexures should be submitted in letter head of bidder duly signed with seal/stamp of the firm/company. Copies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexures and other claims made by the vendor are also to be submitted separately.
- 10.10. The bidder should ensure that all the annexures should be submitted as prescribed by the Bank. In case it is not in the prescribed format, it is liable to be rejected.
- 10.11. The Bank may, at its discretion, extend this deadline for submission of bids by amending the RFQ Document.
- 10.12. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 10.13. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users, or

other similar features of a bidder.

- 10.14. The Bank reserves the right to disqualify the bidder/(s) if the bidder/(s) have earlier failed to complete any project in Central Bank of India in stipulated time.
- 10.15. The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidders. Notification of amendments/corrigendum will be made available on the Bank's website (<https://www.centralbankofindia.co.in>) and will be binding on all bidders and no separate communication will be issued. 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. No post bid request for clarification of the bidder shall be entertained.

11. RFQ Clarifications

- 11.1. Queries / clarifications will not be entertained over phone. All queries and clarifications must be sought by writing a mail to dgmspbtc@centralbank.co.in with subject "RFQ for Selection of Firms/Companies to provide One-on-One Professional Behavioral Coaching to Executives in SMG & TEG Cadre in the Bank" as per the date given in the IMPORTANT DATES & INFORMATION section of this RFQ document.
- 11.2. The Bidder is requested to collate and submit queries together to seek clarifications/responses from Bank as per Annexure K - Bid Query Format. The Bidder should ensure that all the queries and clarifications are communicated in writing on or before the date given in the IMPORTANT DATES & INFORMATION section of this RFQ document. Bidders are requested to visit Bank's website (www.centralbankofindia.co.in) for clarifications and other communications.
- 11.3. Any modification of the RFQ, which may become necessary as a result of the queries, shall be made available by the Bank exclusively through the issue of Corrigendum on Bank's website (www.centralbankofindia.co.in)
- 11.4. Bidders are required to direct all communications related to this RFQ to dgmspbtc@centralbank.co.in . The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Bidders in the manner specified. No post bid request for clarification of the bidder shall be entertained.
- 11.5. No query / suggestion shall be entertained after the opening of bid. Bank is not bound to reply to the queries not pertaining to this RFQ. Replies shall be at Bank's discretion. Bank's replies shall be final and acceptable to all bidders.

12. Other Terms and Conditions of RFQ

- 12.1. The selected vendor shall be governed by Terms & Conditions mentioned in this RFQ document as well as all Terms & Conditions mentioned in parent RFP document Ref No: CO/HRD/MPT/2022-23/01 dated 21.10.2022.

13. Instructions for Bid Submission

- 13.1. The proposal/ bid being submitted would be binding on the Bidder. As such, it is necessary that authorized personnel of the firm or organization sign the bid documents.
- 13.2. The following documents are to be submitted along with bid document:
- Annexure A – Letter of Acceptance
 - Annexure B – Bid Form
 - Annexure C – Compliance to RFQ Terms & Conditions
 - Annexure D – Signed copy of RFQ document
 - Annexure E – Proposed solution with implementation plan
 - Annexure F – Project Timelines
 - Annexure G – Implementation Team Profile
 - Annexure H – Commercial Bid **(in separate sealed cover)**
 - Annexure I – Undertaking by Bidder
 - Annexure J – Declaration of Compliance
 - Annexure K – Bid Query Format
 - Annexure L – Pre-Contract Integrity Pact
 - Annexure M – Non Disclosure Agreement
 - Annexure N – List of Documents to be submitted
- 13.3. The bidder should ensure that all the annexure should be submitted as prescribed by the Bank. In case it is not in the prescribed format, it is liable to be rejected.
- 13.4. The commercial bid should include the cost of all the items offered. The suggested directives for Commercial bid are as follows:
- The Commercial bid should be submitted as per Annexure H in a separate sealed cover. This must contain all prices. No other payment will be made by the Bank.
 - The offer should strictly be in conformity with the items as specified by the Bank. No additions or deletions to the Annexure are allowed. Any deviations may lead to disqualification of the bid.
 - The financial quote should be in Indian rupees and it should include all expenses proposed. GST rates shall be as applicable from time to time and shall be exclusive to rates mentioned.
 - Commercial bid of only those vendors who submit the technical documents in format as mentioned in this RFQ document will be opened.

14. Modifications and Withdrawals of Bids

- 14.1. No bid can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of bids.
- 14.2. No bid shall be withdrawn in the intervening period between deadline for submission of bids and expiration of period of bid validity. In the event of withdrawal of the bid by bidders, defaulting bidder will be suspended from participating in future tenders of the Bank.

14.3. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

15. Rejection of Bid

The Bid is liable to be rejected if:

- 15.1. The document does not bear signature of authorized signatory in each page and duly stamped.
- 15.2. It is received through Fax/E-mail.
- 15.3. It is received after expiry of the due date and time stipulated for Bid submission.
- 15.4. Incomplete Bids, including non-submission or non-furnishing of requisite documents/ Conditional Bids / Bids not conforming to the terms and conditions stipulated in this RFQ are liable for rejection by the Bank.
- 15.5. It is evasive or contains incorrect information.
- 15.6. Any form of canvassing/ lobbying / influence/ query regarding short listing, status, etc. will be a reason for disqualification.
- 15.7. Bidder should comply with all the points mentioned in the scope of work. Non-compliance of any point will lead to rejection of the bid.
- 15.8. All the annexures should be submitted as prescribed by the Bank. In case it is not in the prescribed format, the bid is liable to be rejected.
- 15.9. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.

16. Commercial Bid Evaluation

- 16.1. Only the vendors empanelled by the Bank are qualified for submitting their commercial bid.
- 16.2. The commercial bid would be evaluated based on total cost per candidate (for entire coaching journey) basis.
- 16.3. Price should be quoted per candidate for the entire coaching journey and should be inclusive of all costs incurred. No additional/other payment will be borne by the Bank.
- 16.4. Evaluation would be based on Cost and Quality. Three (03) lowest bidders (L1, L2 and L3) will be selected by the Bank for providing executive coaching to the participants, provided the lowest bid (L1) is not lower than 90% of the L3 bid. In this case, the division of 102 participants will be as follows:
 - L1 = 38 participants
 - L2 = 34 participants
 - L3 = 30 participants
- 16.5. In case the L1 bid is lower than 90% of L3 bid, L1 bidder will not be selected in order to maintain the quality of coaching across all candidates, by ensuring that the outliers are eliminated. In such a scenario, the coaching assignment will be divided amongst L2, L3 and L4 provided the L2 bid is not lower than 90% of the L4 bid. In this case, the division of 102 participants will be as follows:
 - L2 = 38 participants
 - L3 = 34 participants
 - L4 = 30 participants
- 16.6. In case clause 16.4 or clause 16.5 does not come true, the process will be scrapped and fresh bids will be called from empanelled and eligible vendors.

- 17.1. Bids shall remain valid for 30 (thirty) days from Bid submission date. Bids offered for shorter periods are liable to be rejected by the Bank as non- responsive.
- 17.2. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.
- 17.3. The Bank reserves the right to call for fresh Bids at any time during the Bid validity period if considered necessary.

- 18.1. The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables and Services upon the terms and conditions contained in this RFQ.
- 18.2. The Bidder shall be responsible at its own cost for obtaining all necessary authorizations and consents from third party licensors of Software used by Bidder in performing its obligations under this Project.
- 18.3. If a third party's claim endangers or disrupts the Bank's use of the Deliverables, the Bidder shall at no further expense, charge, fee or cost to the Bank, obtain a license so that the Bank may continue use of the Deliverables in accordance with the terms of this RFQ.
- 18.4. Bidder shall indemnify and keep fully and effectively indemnified the Bank from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by Bidder or his subcontractors or in respect of any other services rendered under this RFQ.
- 18.5. All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFQ process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.
- 18.6. The solution developed for the Bank as part of this proposed engagement will remain exclusive intellectual property of the Bank.
- 18.7. Bidder warrants that the inputs & deliverables provided 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.
- 18.8. 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.

19. Service Level Agreement

- 19.1. Once the Bid of the successful bidder is accepted by the Bank, the Bidder shall enter into a Service Level Agreement (SLA) with the Bank, containing all the Terms and Conditions of this RFQ as well as parent RFP Ref No: CO/HRD/MPT/2022-23/01 dated 21.10.2022, including confidentiality, non-disclosure and penalty clauses, and any other clause relevant to the services offered.
- 19.2. Penalty related to implementation / migration / support services will be applicable to the selected vendors.
- 19.3. The Bank reserves the right to recover the penalty amount in the following events:
- The support at any location is not up to the satisfaction of the Bank.
 - For any other valid reasons determined by the Bank.
 - Non-payment of penalty claimed by the Bank within stipulated time.
- Issues not attributable to the vendor will be exempted from levying of the penalty.
- 19.4. The Bank reserves its right to recover this amount by deducting from payments to be made by the Bank to the bidder.

20. Payment Terms

Bank will release the payment of the agreed cost of the project to the selected Bidder/s after deduction of applicable taxes at source, for which contract will be executed by the Bank with the selected Bidder/s. The payments will be scheduled in stages/phases on completion of the various major activities and as per the progress of the project, as will be defined in the Principal Agreement. No advance payment will be made.

Sr. No	Phase-wise Payment Schedule	% of payment
1	Setting up of Program Plan, Review Mechanism & Governance Structure; Identification of key areas that Bank personnel need to be coached on	20%
2	After completion of Two One-on-One Coaching session per Executive	20%
3	After completion of Four One-on-One Coaching session per Executive	20%
4	After completion of Last One-on-One Coaching session per Executive	20%
5	On completion of the Assignment & Impact Assessment	20%

21. Penalty for not meeting timelines

The Vendors have to complete the execution of project by the period/due dates as agreed by the Bank as per projection they had given in proposal. If the Vendor is not able to complete the implementation of the project in timelines agreed, then the Bank shall levy penalty on the Vendor as per Liquidated Damages clause.

Liquidated Damages

- If Successful bidder fails to deliver any or all of the Service(s) or perform the Services within the time period(s) specified in the RFQ/Contract/Agreement, Bank shall, without prejudice to its other rights and remedies under and in accordance with the RFQ/Contract /Agreement, levy Liquidated Damages (LD) from payments, which are due to the Successful bidder. The overall LD will be limited to a maximum of 10% of the total Project cost.
- Any delay by the bidder in performance of its delivery obligations shall render the bidder liable to the imposition of liquidated damages, unless extension of time is agreed upon without application of liquidated damages.
- The liquidated damages shall be deducted/recovered by the Bank from any money due or becoming due to the Bidder under this Purchase Contract or otherwise from Bidder or from any other amount payable to the Bidder in respect of other orders.
- Any such recovery or liquidated damages shall not in any way relieve the Successful bidders from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/Purchase Order.

22. Penalty Clause

In case the deadlines are not met then the bidder will have to pay penalty to Central Bank of India @ 1% of total cost outlay, exclusive of all taxes, duties, levies etc., per month or part thereof, for the delayed period, for late implementation beyond due date of implementation.

The performance level of Vendor services shall be reviewed on a periodic basis. If the services are assessed as not satisfactory by Bank, the service agreement may be terminated by Bank at its absolute freedom and discretion.

23. Authorized Signatory

The empanelled vendors shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The empanelled company shall submit at the time of signing the contract a certified copy of the resolution of the board, authenticated by the Company Secretary/Competent Authority, authorizing an official or officials of the bidder to discuss, sign agreements/ contracts with the Bank, raise invoice and accept payments and also to correspond. The bidder shall provide proof of signature identification for the above purposes as required by the Bank.

24. Confidentiality

The bidder must undertake that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest level of confidence shall be maintained in respect of such Information. The bidder has also to agree:

- 24.1. To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by the Bank;
- 24.2. To only make copies as specifically authorized by the prior written consent of the Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;

- 24.3. To restrict access and disclosure of Information to such of their employees, agents, strictly on a “need to know” basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
- 24.4. To treat all Information as Confidential Information.
- 24.5. To sign a Non-Disclosure Agreement with Bank as per prescribed format provided in Annexure M within thirty days of issuing the purchase order/ letter of intent.

25. Indemnity and Limitation of Liability

- 25.1. The bidder (the "Indemnifying Party") undertakes to indemnify, hold harmless the Purchaser (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively “Loss”) on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement.
- 25.2. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.
- 25.3. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by:
 - 25.3.1. Indemnified Party's misuse or modification of the service
 - 25.3.2. Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party
 - 25.3.3. Indemnified Party's use of the service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either:
 - 25.3.3.1. Procure the right for Indemnified Party to continue using it
 - 25.3.3.2. Replace/Modify it with a non-infringing equivalent
- 25.4. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement in addition to any indemnification remedies as mentioned in other clauses of this RFQ.

26. Minimum Wages

- 26.1. The bidder hereby agrees and undertakes that during the subsistence of this agreement it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act, 1948. In this effect, bidder has to submit undertaking on their company letterhead signed by authorized signatory.
- 26.2. The empanelled vendor will ensure strict compliance of all labour laws, insurance, minimum wages to the personnel employed /deployed /engaged for the work assigned and the Bank will not be liable for any such persons/personnel of empanelled vendor and shall not be liable for any levies / penalties etc. that may be imposed by the Authorities concerned for their action/inaction. There

shall be no employer employee relationship whatsoever between the Bank and the empanelled vendor /their employees and the bidder or his employees, staff, personnel, agents will not be entitled to any employment with Bank. In the event of any demand/fines/penalty made by any of the authorities on the Bank in respect of the conduct/actions taken by the bidder/their employees/labourers, the Bank will be entitled to recover the said amounts from the bills / amount payable and also take appropriate action against said persons of bidder/bidder for their misconduct, if any.

27. Non-Transferable Offer

This RFQ is not transferable. Only the bidder who has submitted the bid will be eligible for participation in the evaluation process.

28. Responsibility for Completeness

Any supplies and services, which might not have been specifically mentioned in this tender but, are necessary for the performance or completeness of the order, in accordance with the scope of work mentioned herein, shall be provided / made available as per the time schedule for smooth and efficient operation and maintenance of the system.

The bidder shall be responsible for any discrepancies, errors and omissions in the technical details submitted by him/them, 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, errors and omissions in drawing and other information as mentioned above within the time schedule and without extra cost to the Bank.

29. Audit

- 29.1. The empanelled vendor shall at all times whenever required furnish all information, records, data stored in whatsoever form to internal/external/Bank appointed or statutory/RBI inspecting auditors and extend full cooperation in carrying out such inspection. The Bidder will also undertake to co-operate with the RBI to carry out its supervisory functions and objectives and will furnish all records and other information as RBI may call for to carry out inspection and/or other functions. The Bidder is required to facilitate the same at no additional cost and shall provide uninterrupted access to the documents required by the auditors. Further the Bidder has to ensure rectification of all the irregularities thus pointed out by the auditor within a given time frame.
- 29.2. The bidder has to ensure compliance of Information Security guidelines according to policy of the Bank and mitigate the risk, if any, within the stipulated time without any additional cost to the Bank.
- 29.3. In line of above, the selected bidder shall ensure that all regulatory, Statutory, Local Administration requirements are adhered to subsequently while undertaking deliverable and services over the period of contract without any additional cost to the Bank.
- 29.4. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to

safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Bidder shall afford the Bank's/RBI's representative access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement system (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval/notice to the empanelled vendor.

30. Force Majeure

- 30.1. Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:
- 30.1.1. Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics,
- 30.1.2. Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- 30.1.3. Terrorist attacks, public unrest in work area;
- 30.2. Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the Bank shall not be liable for delay in performing their obligations resulting from any Force Majeure cause as referred to and/or defined above.

31. Exit Clause

- 31.1. The Bank reserves the right to cancel/exit the contract in the event of happening one or more of the following conditions:
- Failure of the selected vendor to accept the contract within 15 days from receipt of purchase order
 - Delay in delivery beyond the specified period
 - Delay/discrepancy in completing implementation beyond the specified periods
- 31.2. The Bank will be entitled to terminate this contract, without any cost to the Bank and recover expenditure incurred by Bank, on the happening of any one or more of the following:
- The selected vendor commits a breach of any of the terms and conditions of the bid.
 - The selected vendor goes into liquidation voluntarily or otherwise.
 - An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
 - The progress regarding the execution of the order accepted by the selected vendor is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving 30 days' notice for the same. In this event, the selected vendor is bound to make good the additional expenditure, which the Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason the contract is cancelled.
 - Non-satisfactory performance of the empanelled vendor during implementation and operation.
 - An act of omission by the Bidder, its employees or its agents in the performance of the services provided by this contract.
 - Failure to integrate/implement the Project as per the requirements of the Bank as stated in this

RFQ.

- Material discrepancies in the Deliverables and Services noted in the implementation of the Project. The Bank reserves the right to procure the same or similar service from the alternate sources at the risk, cost and responsibility of the selected vendor.
 - Successful bidder is found to be indulging in frauds.
 - The Bank suffers a reputation loss on account of any activity of selected vendor or penalty is levied by regulatory authority.
 - In the event of sub contract or assignment contrary to the terms of agreement.
- 31.3. Any type of formation of consortium, sub-contracting and joint assignments will not be allowed/considered. Such proposals will be disqualified.

32. Jurisdiction

Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFQ, the parties shall be subject to the jurisdiction of courts at Mumbai, Maharashtra State, India only.

33. Limitation on Promotion

Bidder shall agree to make no reference to the Bank for the procurement of products and services hereunder or the agreement in any literature, promotional material, brochures, sales presentation or the like without prior written consent of the Bank.

34. Termination on Insolvency

The Bank at any time terminates the contract by giving written notice to bidder, if bidder becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to the Bank.

35. Governing Law and Disputes Resolution

- 35.1. All disputes or differences whatsoever arising between the parties out of or in connection with the contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the contract, abandonment or breach of the contract), shall be settled amicably. If however, the parties are not able to solve them amicably, party (Central Bank of India or Bidder), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred after 30 days, to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to a panel of three arbitrators; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. Such arbitration to be governed by the provisions of Indian Arbitration and Conciliation Act, 1996.
- 35.2. Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise

directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

- 35.3. Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

36. Tender / RFQ Cancellation

The Bank reserves the right to cancel the tender / RFQ at any time without assigning any reasons whatsoever.

37. Conflict of Interest

The Bank requires that successful bidder(s) provide professional, objective, and impartial advice and at all times hold the Bank's interest paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from the Bank.

Bidder has an obligation to disclose any situation of actual or potential conflict in assignment/job, activities and relationships that impact their capacity to serve the best interest of the Bank, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if the Bank comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

38. Non-Solicitation

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

39. Proposal Ownership

The proposal and all supporting documentation submitted by bidders in response to this Request for Quotation (RFQ) shall become the property of Central Bank of India and will not be returned.

The Bank reserves the right to amend, rescind or reissue this RFQ and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves the right to accept or reject any or all the responses to this RFQ without assigning any reasons whatsoever.

40. Taxes and Duties

The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves

out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner. Payment of all taxes i.e. GST (CGST/SGST/IGST) will be made at actual, on production of suitable evidence of payment by the Bidder. The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.

41. Submission of Bids

The bidders have to submit bid physically through registered post or courier or messenger, in sealed envelope at the following address as per the time schedule:

To
The Assistant General Manager – L&D
Sir SPBT College,
Sant Gyaneshwar Marg, Near Cooper Hospital,
JVPD Scheme,
Juhu Vile Parle (West),
Mumbai, Maharashtra – 400056

Bank may, at its discretion, extend the deadline for submission of bids by releasing corrigendum to this RFQ document.

Appendix One: Tentative List of Locations

38 LOCATIONS FOR LOWEST QUOTED & SELECTED BIDDER	34 LOCATIONS FOR SECOND LOWEST QUOTED & SELECTED BIDDER	30 LOCATIONS FOR TOP QUOTED & SELECTED BIDDER
AHMEDABAD AHMEDNAGAR AKOLA BANKURA BAREILLY BARPETA BHOPAL CHANDIGARH CHENNAI DARBHANGA DELHI (2 candidates) DURGAPUR GANDHINAGAR GORAKHPUR HOSHANGABAD HUBLI JAIPUR JALGAON KATIHAR KOCHI KOLKATA LUCKNOW LUDHIANA MUMBAI PATNA PUNE RAIPUR RANCHI SAGAR SHAHNOL SILIGURI SURAT TRICHY UPPER ASSAM VARANASI VIJAYAWADA WARANGAL	AGRA AHMEDABAD AMBIKAPUR AMRAVATI AMRITSAR BANGALORE BHUBANESWAR CHENNAI CHHINDWARA DEHRADUN DELHI DEORIA DHANBAD GUWAHATI HYDERABAD INDORE JALANDHAR JALPAIGURI JAMNAGAR JHANSI JODHPUR KOLKATA LUCKNOW MADURAI MOTIHARI MUMBAI (2 candidates) NAGPUR PATNA PUNE RATLAM ROHTAK SIWAN VISHAKHAPATNAM	AURANGABAD AYODHYA BARODA BHOPAL CHANDIGARH COIMBATORE COOCHBEHAR DELHI ETAWAH GAYA GUNTUR GUWAHATI GWALIOR HYDERABAD JABALPUR KANPUR KARNAL KOLKATA KOTA MEERUT MUMBAI MUZAFFARPUR NASIK PANAJI PURNEA RAJKOT SAMBALPUR SHIMLA SOLAPUR THIRUVANANTHAPURAM

Annexure A

**Letter of Acceptance
(Letter to the Bank on the bidder's letterhead)**

To,
The General Manager – L&D
Central Bank of India,
Sir SPBT College
JVPD Scheme, Juhu Vile Parle (West),
Mumbai - 400056

Dear Sir,

Sub: Request for Quotation (RFQ) for Selection of Firms/Companies to provide One-on-One Professional Behavioral Coaching to Executives in SMG & TEG Cadre in the Bank

With reference to the above subject, having examined and understood the instructions, terms and conditions forming part of it, we hereby enclose our offer for the desired solution as detailed in your above referred RFQ.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFQ and all required information as mentioned is enclosed.

We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the RFQ in full or in part without assigning any reasons whatsoever.

We understand that

- a. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- b. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- c. If our bid is accepted, we are to be responsible for the due performance of the contract.
- d. You may accept or entrust the entire work to one Bidder or divide the work to more than one Bidder without assigning any reason or giving any explanation whatsoever.
- e. Bidder means the bidder who is decided and declared so after examination of commercial bids.

We hereby declare that all the information & Statements made in this RFQ are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to all terms & conditions of the RFQ.

Yours faithfully,

Place:

Date:

For _____

Signature _____

Name _____

Authorized Signatories

(Name & Designation, seal/stamp of the firm/company)

Annexure B

Bid Form
(To be submitted by Bidder on letter head)

RFQ Ref No.: CO/HRD/MPT/2022-23/03

Place:

Date:

To

The General Manager – L&D
Central Bank of India,
Sir SPBT College
JVPD Scheme, Juhu Vile Parle (West),
Mumbai - 400056

Dear Sir,

Sub: Request for Quotation (RFQ) for Selection of Firms/Companies to provide One-on-One Professional Behavioral Coaching to Executives in SMG & TEG Cadre in the Bank

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide One-on-One Professional Behavioral Coaching to Executives in SMG & TEG Cadre in the Bank and commission ALL the items mentioned in the 'Request for Quotation' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. We undertake, if our Bid is accepted, to provide the services in accordance with the Delivery Schedule / implementation schedule specified.
3. We agree to abide by this Tender Offer for period of 30 days from date of Commercial bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. We further confirm that, in case we offer system and/or other software manufactured by another company, such software operates effectively on the system offered by us and we are willing to accept responsibility for its successful operations.
5. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your Notification of Award, shall constitute a binding Contract between us.
 - a) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
 - b) Commissions or gratuities, if any paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:
 - i. Name & address of agent
 - ii. Amount & currency in which Commission paid / payable-
 - iii. Purpose of payment of commission or gratuity *(If none, state none)

6. We understand that the Bank is not bound to accept the lowest or any bid the Bank may receive.
7. We certify that we have provided all the information requested by the Bank in the format requested for.
We also understand that the Bank has the exclusive right to reject this offer in case the Bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this_____ Day of_____

(Signature) (In the capacity of)

Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)

Annexure C

Compliance to RFQ Terms & Conditions

(To be submitted by Bidder on letter head)

RFQ Ref No.: CO/HRD/MPT/2022-23/03

Sl. No	Clause Details	Bidder's Compliance (Yes/ No)
1	Introduction	
2	Objectives of the RFQ	
3	Definitions	
4	Invitation for Tender Bids	
5	Scope of Work	
6	Cost of RFQ Document	
7	Integrity Pact	
8	Language of Bid	
9	Amendments of Bidding Documents	
10	Bid/Offer	
11	RFQ Clarifications	
12	Other Terms and Conditions of RFQ	
13	Instructions for Bid Submission	
14	Modifications and Withdrawals of Bids	
15	Rejection of Bid	
16	Commercial Bid Evaluation	
17	Period of Bid Validity	
18	Intellectual Property Rights	
19	Service Level Agreement	
20	Payment Terms	
21	Penalty for not meeting timelines	

22	Penalty Clause	
23	Authorized Signatory	
24	Confidentiality	
25	Indemnity and Limitation of Liability	
26	Minimum Wages	
27	Non-Transferable Offer	
28	Responsibility for Completeness	
29	Audit	
30	Force Majeure	
31	Exit Clause	
32	Jurisdiction	
33	Limitation on Promotion	
34	Termination on Insolvency	
35	Governing Law and Disputes Resolution	
36	Tender / RFQ Cancellation	
37	Conflict of Interest	
38	Non-Solicitation	
39	Proposal Ownership	
40	Taxes and Duties	
41	Submission of Bids	
42	Appendix One: Tentative List of Locations	

Authorized Signatory:

Place:

Name & Designation:

Date:

Business Address & Email ID:

Annexure E

Proposed Solution with Implementation Plan

(To be submitted by Bidder on letter head)

RFQ Ref No.: CO/HRD/MPT/2022-23/03

1. Bidder should cover details of the proposed methodology for providing services as mentioned in the RFQ and corresponding RFP. The methodology should include aspects such as
 - a. Approach and methodology for design phase
 - b. Software/system implementation
 - c. Coverage of all modules as per RFP
 - d. Project management
 - e. Any other aspect
2. A Detailed Project Plan covering break-up of each phase into the key activities, along with the start and end dates must be provided as per format given below.

S. No.	Item of Activity (Project Plan covering all activities envisaged)	Week wise Program (for the entire duration)			
		Week 1	Week 2	Week 3	Week N
1	Activity 1				
1.1	Sub-Activity 1				
1.2	Sub-Activity 2				

Authorized Signatory:

Place:

Name & Designation:

Date:

Business Address & Email ID:

Annexure F

Project Timelines

(To be submitted by Bidder on letter head)

RFQ Ref No.: CO/HRD/MPT/2022-23/03

SRN	Project Milestones	Timelines

Authorized Signatory:

Place:

Name & Designation:

Date:

Business Address & Email ID:

Annexure G

Implementation Team Profile

(To be submitted by Bidder on letter head)

RFQ Ref No.: CO/HRD/MPT/2022-23/03

Team Profile

Details of Team Manager	
• Name	
• Designation	
• Professional Qualification	
• Experience with bidding firm	
• Experience with other companies	
• Details of Similar Project handled with details of client, representing which organization, as member of the team or team leader etc.	
Details of Team	
• Proposed team structure with count, profile and skills required for project implementation to be provided by bidder	

Note:

- A. Include details of team members who will be involved in the project.
B. Relevant experience refers to the experience of the employee on similar projects.

Authorized Signatory:

Place:

Name & Designation:

Date:

Business Address & Email ID:

Annexure H

Commercial Bid

(TO BE ENCLOSED IN A SEPARATE SEALED ENVELOPE, CONTAINED IN LARGER ENVELOPE ALONG WITH OTHER DOCUMENTS)

RFQ Ref No. CO/HRD/MPT/2022-23/03

Sir,

Reg.: Selection of Firms/Companies to provide One-on-One Professional Behavioural Coaching to Executives in SMG & TEG Cadre in the Bank

We give below our fee for the services to be rendered by us as per the scope given in the Request for Quotation (RFQ) for “Selection of Firms/Companies to provide One-on-One Professional Behavioural Coaching to Executives in SMG & TEG Cadre in the Bank”.

Item	Amount in (Rs)	Amount in words
Cost per Participant for entire Coaching Journey		

Note:

1. All the costs mentioned above must be quoted in Indian Rupees and inclusive of applicable of taxes, excluding GST (CGST/SGST/IGST), duties and levies, which will be paid on actual on production of original invoice.
2. Total Cost must be quoted in Indian Rupees and in WORDS AND FIGURES inclusive of taxes excluding GST, duties and levies and it is valid till contract period. In case of any discrepancy, Total Cost quoted in words will be considered.
3. Bank will not pay any additional charges other than those mentioned above whatsoever the case may be.
4. Payment will be made as per the payment terms mentioned in this RFQ.
5. Bidder has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice. Any upward / downward revision in GST will be borne by Bank.
6. If the cost for any line item is indicated as zero / blank then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
7. All Deliverables to be supplied as per RFQ requirements provided in the tender.
8. Bank will deduct applicable TDS, if any, as per the law of the land.

Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.

Authorized Signatory:

Place:

Name & Designation:

Date:

Business Address & Email ID:

Annexure I

Undertaking by Bidder (To be submitted by Bidder on letter head)

To,

The General Manager – L&D
Central Bank of India,
Sir SPBT College
JVPD Scheme, Juhu Vile Parle (West),
Mumbai - 400056

Sub: Request for Quotation (RFQ) for Selection of Firms/Companies to provide One-on-One Professional Behavioural Coaching to Executives in SMG & TEG Cadre in the Bank

We _____(bidder name), hereby undertake that-

- We hereby confirm that we agree to all the RFQ terms and conditions of the RFQ No. CO/HRD/MPT/2022-23/03 dated 18.01.2023, its annexures, amendments made to the RFQ without any pre- conditions. Any presumptions, assumptions, deviations given or attached as part of document (bid) be treated as null and void.
- We confirm that the undersigned is authorized to sign on behalf of the company and the necessary support documents delegating this authority are enclosed to this letter.
- We agree that you are not bound to accept the lowest or any bid received, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.
- As on date of submission of tender, we are not blacklisted by the Central Government / any of the State Governments / PSUs in India or any Financial Institution in India.
- We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm/company or in any other way that may affect capability to provide / continue the services to the Bank.
- We also undertake that, we are neither the member nor the immediate family member of board of the directors of the Bank.
- We confirm that all documents and annexures submitted by us towards proof of credentials as part of this RFQ are true and genuine and have full disclosure for self-certifying the facts and figures provided in RFQ response documents.
- The conduct of the bank accounts of the bidder company as well as its promoter / directors is satisfactory.

Authorized Signatory:

Place:

Name & Designation:

Date:

Business Address & Email ID:

Annexure J

Declaration for Compliance

(To be submitted by Bidder on letter head)

(All Terms and Conditions including scope of work except technical specifications)

Reg.: Request for Quotation (RFQ) for Selection of Firms/Companies to provide One-on-One Professional Behavioral Coaching to Executives in SMG & TEG Cadre in the Bank

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFQ & corresponding RFP including all addendum, corrigendum etc. (Any deviation may result in disqualification of bids).

Signature:

Name

Date

Seal/stamp of company/firm:

Technical Specification

We certify that the systems/services offered by us for tender confirm to the specifications stipulated by you with the following deviations

List of deviations

1) _____

2) _____

3) _____

Signature:

Name

Date

Seal/stamp of company/firm:

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

Annexure K

Bid Query Format

(To be submitted by Bidder on letter head)

Reg.: Request for Quotation (RFQ) for Selection of Firms/Companies to provide One-on-One Professional Behavioural Coaching to Executives in SMG & TEG Cadre in the Bank

Bidders have to provide their queries on eligibility criteria, scope of work, terms & conditions etc. in excel format as mentioned below. Bidders are requested to categorize their queries under appropriate headings. Bidders are requested to provide a reference of the page number, state the clarification point and the queries/suggestion/deviation that they propose as shown below (all the queries will be entertained in this Microsoft Excel format by e-mail):

Queries will not be accepted in any other format other than Microsoft Excel.

Sl. No.	Clause no.	Page no.	Clause	Query	Bank Response

Authorized Signatory:

Place:

Name & Designation:

Date:

Business Address & Email ID:

Annexure L

RFQ Ref No.: CO/HRD/MPT/2022-23/03

Integrity Pact

(Each Participating bidder/s shall submit Integrity Pact as per attached Annexure-L duly stamped for Rs. 500/- (Rupees Five Hundred) only. Integrity pact should be submitted by all participating bidders at the time of submission of bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time schedule prescribed by Bank may be relevant ground of disqualification for participating in Bid process).

PRE CONTRACT INTEGRITY PACT

1 .GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on ____ day of the ____ month 2023, between, Central Bank of India, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at Chandramukhi, Nariman Point Mumbai-400021 ,with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) of the FIRST PART AND

M/s. _____ represented by Shri _____ Chief executive officer/Authorized Signatory (hereinafter called the "BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

1.2. WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item)/engage the services and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the stores/services and

1.3. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is a private company/ public company/Government undertaking/ partnership/ LLP/registered export agency/service provider, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970.

1.4. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Stores/Equipment/Items/Services proposed to be procured by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyond as provided in clause 13 and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.

2. NOW, THEREFORE, the BUYER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFQ as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service/Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2. Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

COMMITMENTS OF THE BUYER

3. The BUYER commits itself to the following:-

3.1. The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2. The BUYER will, during the pre-contract stage, treat all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS alike, and will provide to all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS the same information and will not provide any such information to any particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER which could afford an advantage to that particular BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER in comparison to the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS.

3.3. The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard. In case any

such preceding misconduct on the part of such official(s) is reported by the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

4.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.

4.3. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores/Authorized Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.6. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.

4.7. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

5.1 The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5.2. If the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER makes incorrect statement on this subject, BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can be disqualified from the tender/bid process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (BID SECURITY)

6.1. Every BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER while submitting commercial bid, shall deposit an amount as specified in RFQ/Tender Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender documents.

6.2. The Earnest Money/Bid Security shall be valid for a period till the complete conclusion of the contractual obligations or for such period as mentioned in RFQ/Contract, including warranty period, whichever is later to the complete satisfaction of BUYER.

6.3. In the case of successful BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of

a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the BUYER to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

7.1. Any breach of the provisions herein contained by the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. However, the proceedings with the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) would continue.

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing MCLR (1 Year) of Central Bank of India while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER/SELLER /CONTRACTOR /SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(vii) To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in

future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.

(x) Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(xi) The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICEPROVIDER.

7.2. The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/ SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

7.3. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/SELLER /CONTRACTOR. However, the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

8.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER / SELLER / CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT EXTERNAL MONITORS

9.1. The BUYER has appointed

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

as Independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.

9.5. As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of the BUYER.

9.6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER. The BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFQ/Tender is being /has been submitted by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors () with confidentiality.

9.7. The BUYER will provide to the Monitors 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 parties. The parties may offer to the Monitors the option to participate in such meetings.

9.8. The Monitors will submit a written report to the BUYER at the earliest from the date of reference or intimation to him by the BUYER/BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the

BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination,

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law and the place of jurisdiction is Mumbai.

12. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or such longer period as mentioned in RFQ/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at on.....

BUYER

BIDDER*

Signature:

Signature:

Authorized Signatory,
(For & On behalf of the Principal)

Authorized Signatory (*)
(For & On behalf of Bidder/ Contractor)

Central Bank of India,
.....Department

Date:

Date:

Rubber Stamp:

Rubber Stamp:

Witness

Witness

1. _____

1. _____

2. _____

2. _____

(*) – Authorized signatory of the Organization who has also signed and submitted the main bid

Annexure M

Confidentiality / Non-Disclosure Agreement

This CONFIDENTIALITY AGREEMENT (the “Agreement”) entered into on this ____ day of ____ 2023, and shall be deemed to have become in full force and effect from (the “Effective Date”). By and between M/s. _____ a company incorporated under the provisions of the Companies Act, _____ in force in India, having its registered office at _____ (herein after referred to as “-----” or “Vendor” which expression shall, unless it be repugnant or contrary to the context or meaning thereof, mean and include its, successors and permitted assigns) of the ONE PART

AND

Central Bank of India, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at Chandramukhi, Nariman Point Mumbai-400021, with branches spread over India (hereinafter referred to as “Central Bank” or “Bank” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns), of the OTHER PART:

----- and the Bank shall hereinafter jointly be referred to as “Parties” and individually as a “Party”.

In this Agreement, “**Affiliate**” means any entity which from time to time Controls, is Controlled by or is under common Control with the relevant party or entity, where “Control” means having the ability (including, without limitation, by means of a majority of voting rights or the right to appoint or remove a majority of the board of directors) to control the management and policies of an entity.

WHEREAS:-

- i. Vendor inter-alia is engaged in the business of providing Professional Behavioral Coaching services to various business entities in India & abroad.
- ii. The Bank has agreed to disclose, transmit, receive, and/or exchange certain “confidential information” to cover the business transaction between parties for the provision of services related to “One-on-One Professional Behavioral Coaching” (“the Purpose”) as more particularly described in Purchase Order No. _____, issued by Central Bank of India in favor of M/s. _____.

NOW THIS AGREEMENT WITNESS:

1. Interpretation

In this Agreement “**Confidential Information**” means all information belonging to a Party that is or has been disclosed to one Party (the “Receiving Party”) by the other Party (the “Disclosing Party”) in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving

Party, 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, (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, or (e) is disclosed pursuant to an order of a 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.

2. Confidentiality:

2.1 Except to the extent as agreed herein, the Receiving Party agrees to regard, preserve and keep as secret and confidential all Confidential Information of the Disclosing Party or its clients or any member of their group disclosed under this Agreement. In maintaining confidentiality hereunder the Receiving Party agrees and accepts that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the disclosing party.

- I. Disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or
- II. Use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or
- III. Disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or
- IV. Use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.

2.2 The Receiving Party also agrees and accepts that it may endeavor to:

- I. Use at least the same degree of care in safeguarding such Confidential Information as it uses 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;
- II. Keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- III. Limit access to such Confidential Information to those of its (including its Affiliates") directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information in the manner prescribed in this

Agreement; and

- IV. Upon discovery of any disclosure or suspected disclosure of Confidential Information, to take reasonable effort to as per the circumstances, to inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.

3. Return or destruction:

The Receiving Party may, upon completion of the purpose mentioned aforesaid or at any time on receipt of a written demand from the disclosing party: i) immediately return all written Confidential Information and all copies thereof provided to, or produced by, it or its advisers, as the case may be, which is in such party's possession or under its custody and control; ii) to the extent practicable, but without prejudice to the obligations of confidentiality herein, 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 other party; iii) so far as it is practicable to do so (but, in any event, without prejudice to the obligations of confidentiality contained in this Agreement), immediately expunge any Confidential Information relating to the Disclosing Party or its clients or any member of their group or their projects from any computer, word processor or other device in its possession or under its custody and control.

4. Permitted disclosure:

The provisions of paragraph 2 shall not restrict 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, official 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 other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

5. Ownership of Information:

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

6. No Representation:

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

7. Remedies and Relief:

The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing

Party or its clients against any actual breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favor upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its cost and fees, including Advocate's fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its cost and expenses including Advocate's fees.

8. No Assignment

This Agreement shall not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party. This Agreement shall inure to the benefit of and will be binding upon the parties' respective successors and permitted assigns.

9. Severability

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

10. Delay or Waiver

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

11. Notices

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

12. Term

This Agreement shall commence from the Effective Date of this Agreement and shall be valid for a period of five years there from. Confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the agreement. Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the one month notice period issued by the non-defaulting Party. 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 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.

13. Governing Law

The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Mumbai.

14. Indemnity

The Receiving Party agree to indemnify and hold harmless the Disclosures against all costs, liability, losses and claims incurred by the Disclosing Party as a result of a breach of this Agreement.

15. Modification

Modification to any of the provisions of this Agreement shall be void unless it is in writing and duly executed by Parties.

16. Headings

The headings given herein above are for ease of reference only and shall not attach or have any effect/meaning whatsoever contrary to what is stated in the agreement.

17. Counterparts

This Agreement has been signed in duplicate, each of which shall be deemed to be an original. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS _____ DAY OF _____ 2023

Signed and delivered by

Signed and delivered by

M/s _____

Central Bank of India

Signed by:

Signed by:

Name

Name

Title

Title

in the presence of _____

in the presence of _____

Annexure N

List of Documents to be submitted (To be submitted by Bidder on letter head)

Documents to be submitted	Format as per	Attached in Bid (Yes/No)	Page No	
			From	To
Authorization letter/Board resolution/ Power of Attorney for Authorized Signatories				
Letter of Acceptance	Annexure A			
Bid Form	Annexure B			
Compliance to RFQ Terms & Conditions	Annexure C			
Signed Copy of RFQ Document	Annexure D			
Proposed solution with implementation plan	Annexure E			
Project Timelines	Annexure F			
Implementation Team Profile	Annexure G			
Commercial Bid (in separate sealed cover)	Annexure H			
Undertaking by Bidder	Annexure I			
Declaration of Compliance	Annexure J			
Bid Query Format	Annexure K			
Pre-Contract Integrity Pact	Annexure L			
Confidentiality / Non-Disclosure Agreement	Annexure M			

NOTE:

- Supporting documents must be attached wherever applicable.
- All pages of bid documents must be signed by authorized person
- All pages of bid documents should be numbered in serial order i.e. 1, 2, 3 and so on.
- The document should be properly numbered to search documents with annexure in starting to explain positioning of documents in bid.

Signature of Authorized Signatory:
Name of Authorized Signatory
Name of the Firm/Company:

Designation:

Stamp/ Seal of the Firm/Company: