



Central Bank of India

Tender Document

Tender Reference Number: CO: DIT: PUR: 17-18:254

For

Procurement of SMS, email and voice alerts and campaign Services for Central Bank of India and its' sponsored RRB's.

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1. Invitation for Tender Offer

Central Bank of India invites sealed tender offers (technical offer and commercial offer separately) from the eligible vendors for "Procurement of SMS, email and voice alerts and campaign Services for Central Bank of India and its' sponsored RRB's. The Tender document can be downloaded from Bank's website. Bid related details are given below

Tender Reference	CO:DIT:PUR:2017-18:254
Date of opening of Bid	
Fees for RFP Document (non-refundable) by DD/Banker Cheque only	Rs.5,000/- (Rs. Five Thousand only)
Earnest Money Deposit by Banker Cheque/DD/Bank guarantee	Rs.75,00,000 /- (Rs. Seventy five Lakhs only)
Availability of RFP document for downloading from the Bank's website	06/01/2018
Pre-Bid Queries submission Date	15/01/2018
Date, Time and Venue of Pre-bid meeting	15/01/2018 at 15.00 Hrs Central Bank of India, Dept of Information Technology, Plot No.26, Sector 11, CBD Belapur, Navi Mumbai-400 614
Last Date, Time and Place for receipts of tender offers	29/01/2018 latest by 16.00 Hrs at above mentioned address
Date, Time and Bid Opening	29/01/2018 latest by 16.30 Hrs at above mentioned address
Address for Communication	Dy. General Manager - DIT, Central Bank of India, Deptt of Information Technology, First Floor, Plot No.26, Sector 11, CBD Belapur, Navi Mumbai – 400 614
Contact Name and Telephone Numbers	Chief Manager-IT, 022-67123540 Senior Manager-IT, 022-27582384
Email Id:	smitdlc@centralbank.co.in cmitdlc@centralbank.co.in cbsnethelp@centralbank.co.in
Website:	www.centralbankofindia.co.in

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

- ❖ Fees for RFP document of Rs. 5,000/- is to be paid in the form of Demand Draft issued by a Scheduled Commercial Bank in favour of “Central Bank of India” payable at Mumbai and the DD should be **submitted prior** to the pre bid meeting.
- ❖ If any vendor chooses not to attend the pre-bid meeting, their queries if any, may not be entertained by the Bank. However, they will be allowed to participate in the RFP process and the said fee for RFP document can be submitted along with the “Technical Offer” on or before the prescribed last date of submission of the tender offers.
- ❖ Earnest Money Deposit of Rs. 75,00,000 /- (Rs. Seventy five Lakhs only) must accompany all tender offers (as specified in this tender document). EMD should be submitted along with the “Technical Offer”.
- ❖ Tender offers (Technical) will be opened, in the presence of the tenderer’s representatives who choose to attend the opening of tender. No separate communication will be sent in this regard.

Dy. General Manager-IT

2. INTRODUCTION

Central Bank of India, established in 1911, was nationalized in the year 1969. The organizational structure of the Bank consists of four tiers viz., Central Office (CO), Zonal Offices (ZO), Regional Offices (RO) and Branches. CO, consisting of various functional departments deals with mainly policy formulation, setting of targets and monitoring of performance. The Bank has set up 13 Zonal Offices to exercise immediate supervision and control over the 59 Regional Offices, which in turn supervise the branches under their jurisdiction. The Bank has a network of 4883+ branches, spread across the length and breadth of the country with presence in all the States and Union Territories. The Bank has also established its Wide Area Network at 4000 plus locations all over India covering administrative and branch offices and is planning to enlarge it during the current year.

The Bank also has specialized branches catering to the specific needs of Retail customers, Industrial units, corporate clients, Forex dealers, Exporters and Importers, Small Scale Industries and Agricultural sector. The Bank has sponsorship in 3 Regional Rural Banks (RRB).

Bank, is in process of Integration of SMS service provider for providing different type of SMS services to our Customers. For this purpose the Bank invites Technical and Commercial bids from the Service providers in SMS field purely on the basis hosted module. **Bank will not procure any type of hardware / middleware for this solution.**

3. Eligibility Criteria

Sr. No.	Eligibility Criteria	Support Documents to be submitted
1	Bidder should be - A Registered Company/ firm in India as per Company Act 2013 or under any other Indian law and - They have implemented a SMS alerts solution for sending transactional and promotional SMS in at least two Public Sector Banks in India during the past two years. - The Solution offered should be currently running successfully as on the date of this RFP.	- Certified copy of the registration of Company or Firm and - Photo Copies of Purchase orders from FIs/ Banks for having Implemented the SMS facility or a certificate from such Clients
2	The Bidder should not be a reseller and should have direct connectivity with Operators	- Copies of Certification/agreements with the Operators with which it has direct Connectivity - Undertaking on letter head of the Bidder duly signed by the authorised signatory.
3	The Vendor should also have arrangements for pushing SMS messages to Overseas mobile operators to cater to our Non Resident Customers	- Copies of Certification / agreements with Overseas Mobile Operators service Providers - Undertaking on letter head of the Bidder duly signed by the authorised signatory.
4	The Vendor should confirm that the software solution offered is capable of integrating with Core Banking Solution / middle ware running in the Bank. The Vendor is required to provide the interface of their software with Bank's Core Banking Solution or middleware.	Self-declaration Letter
5	- Bidder should have made net profit during the Last two Financial Year i.e 2015-16 & 2016-17 and - Business turnover for 2015-16 & 2016-17 should be more than 25 crores.	Audited Financial Statements for the last two financial years and the Certificate from the Auditor
6	The Bidder should have own service support center at Mumbai or at a place from where Bank will get prompt	Service Centre details with Postal Address, Contact Person and Phone/ Mobile Numbers

	service support to its office at Mumbai.	Escalation matrix
7	The Bidder should have never been Blacklisted/Barred/Disqualified by any regulator/statutory body in India	Self-Declaration Letter duly signed by the authorised signatory
8	Bidder should not have been declared as NPA by any of the financial institutions in India during last two years.	Self-Declaration Letter duly signed by the authorised signatory
9	The Bidder should have solution to provide SMS in 15 Regional Languages or more.	- Photo Copies of Purchase orders from FIs/ Banks for having Implemented the SMS facility or a certificate from such Clients - Undertaking on letter head of the Bidder duly signed by the authorised signatory
10	The Bidder should have its in house platform setup for SMS, E-mail and Voice Services without any dependency on third party.	- Photo copies of agreements/certificate from the operators and other documentary proof - Undertaking on letter head of the Bidder duly signed by the authorised signatory
11	The bidder should also have primary connectivity for SMS and Voice Message/s with a NON PSU operator	Photo copies of Certification/agreements with the Operators with which it has direct Connectivity
12	The bidder should be capable of sending voice messages (if e-mail ID is not available) or email messages in case of failure in sending SMS message, without any additional charges or set up cost. For this bidder should have in-house capabilities of sending voice message and e-mail messages of minimum 5000 voice messages per minute and minimum 5000 e-mails per minute.	Self-Declaration Letter on letter head of the Bidder duly signed by the authorised signatory
13	The bidder should be a registered with TRAI for telemarketing as per RBI guidelines.	Certificate of TRAI
14	The bidder should have capability of maintaining the SMS sent data logs for at least 10 years	Self-declaration
15	Bidder should have dedicated staff of at least 10 people for the offered solution in their hosted environment. The strength of dedicated staff of 10 people is applicable for bidder's data center and dedicated staff of 10 people at disaster recovery center (in India). An	Self-declaration

	undertaking to this effect must be submitted on their letterhead.	
16	Service continuity in case of technical / financial failure at the Bidder's end	• The Bidder should have proper DC-DR Setup with adequate redundancy to support in case of any technical failure at Bidder's end. • The Bidder should also have a back to Back arrangement with a telecom service provider / vendor to take up the job of sending SMS without any delay in case the Bidder is not able to provide the services, at the same terms and conditions. • Self-declaration letter mentioning the above clauses duly signed by the authorised signatory.

4. Broad Scope of Work

To provide complete solution for Procurement of SMS, email and voice alerts and campaign Services for Central Bank of India and its' sponsored RRB's. Bidder should supply, install, test, commission and provide maintenance of SMS, email and voice alerts and campaign Services for Central Bank of India and its' sponsored RRB's with Three year warranty & support for Central Bank of India and its RRB, at the location mentioned below as per the following technical specifications.

**Central Bank of India,
Dept. of Information Technology,
1st Floor, Central Bank Building,
Plot No.26, Sector 11,
CBD Belapur, Navi Mumbai – 400 614.**

✦ SMS Alerts

1. The Bank desires to implement a top class solution for SMS gateway services with 24x7x365 availability. The bank proposes to procure a robust, reliable and feature-rich solution to deliver SMS to customers' mobile phones on real time basis and also send promotional messages and transactional alerts. Approximately, 5 crore transactional messages are being sent every month for the customers of Central Bank of India and its' sponsored RRB's.
2. Bank also intends to obtain web (Internet) based utility for sending SMS in bulk by various Offices to its various officials conveying various informal /official

communications every day. The Bulk SMS that are sent are mostly informal official communication and are meant for various functionaries of the Bank viz., Executives of the Bank, Branch Managers, Marketing Officers and other Branch Officials etc. The contents of the SMS would generally convey some business statistics, a reminder or a simple greetings message etc.

3. To meet the above requirements, Bank is looking for a web (Internet) based utility for sending SMS to user's Mobiles as per the Specifications furnished in this document.
4. The Bidder shall undertake the project as per the Scope of Work and Technical Specifications provided in this document.
5. Central Bank of India desires to provide top-class SMS Banking services with 24x7x365 availability and the messaging Platform provided by the bidder must include following features:
6. The bidder will be required to provide URL / link based facility (enquiry and MIS module) along with user ID and password for verifying the status of an SMS at our Office in CBD Belapur.
7. The bidder shall send the SMS to customer as per specified templates shared by the Bank only. Any false SMS/Voice Messages or deviation from existing templates shall encounter on bidder's liability.
8. The Bank has a setup for sending API (for OTPs) and xml (for bulk SMS) based requests. These requests are generated by the Bank's in-house platform and the SMS is sent to the Bidder's predefined URL. The existing setup shall be reused for sending the requests to the Bidder's platform for onward SMS delivery. Hence the Bidder will require to customise their setup to consume the Requests coming from Bank.
9. API details shall be provided to the successful bidder after issuance of Purchase Order (PO).

❖ **SMS in Regional languages:**

1. The Bidder is required to provide the SMS services in 15 regional languages including Hindi.
2. The default SMS shall be sent in English however where ever the regional language flag is enabled the Bidder will have to convert the SMS to the regional language and send an SMS to the customer.

❖ **SMS Campaign**

1. Bank shall do periodic SMS campaigns for which SMS in bulk has to be sent to the customers.
2. The data shall be provided to the Bidder over SFTP or needs to be collected from the Bank's concerned department.

❖ **Missed Call Alert:**

1. Bank already provides the facility of Miss call based enquiry to customers. The Bank's customer gives a missed call from his registered mobile number to the predefined number. On receipt of this call the Bidders sends a request to Bank and Bank in response generates a SMS for the customer.
2. The Bidder will have to procure the numbers in Bank's Name and continue the services. The cost of the procurement and maintenance shall be borne by the Bidder.

❖ **e-mail alert services:**

1. Besides the SMS alerts Bank also intends to send e-mail Based alerts to the customers. The solution offered should also have a provision to send e-mail Alerts to the customer's e-mail IDs with Bank.
2. Bank shall pass the e-mail ID of the customer in the request which shall be processed by the bidder and an e-mail in predefined template shall be sent to the customer.
3. The common API shall be used for this purpose thereby providing following combinations combination for Bank (Only SMS / Only e-mail / only Voice /SMS and e-mail Both / SMS and voice both / e-mail and voice both / SMS, e-mail and voice all).
4. Separate API for this purpose may also be required by the Bank for which the Bidder shall have to make necessary arrangements.
5. The Bidder platform should have capability of best effort delivery of the SMS in customer's Inbox.
6. Bank may initiate the Bulk e-mail campaign for which the Bidder shall have to deliver the desired e-mail to the list of the customer e-mail IDs.
7. The Bank shall not provide any e-mail setup for this purpose.

❖ **Voice alert services:**

1. The common API shall also have a facility for Voice alert through a flag. The bidder shall read the flag and send voice alert.
2. The common API shall be used for this purpose thereby providing following combinations combination for Bank (Only SMS / Only e-mail / only Voice /SMS and e-mail Both / SMS and voice both / e-mail and voice both / SMS, e-mail and voice all).
3. Separate API for this purpose may also be required by the Bank for which the Bidder shall have to make necessary arrangements.
4. Bank may use the facility for Bulk voice message campaign service. The data shall be provided to the Bidder through SFTP or needs to be collected from the Bank's concerned department by the bidder's authorised representative.
5. The Bidder shall arrange for conversion of the text message to voice and send the sample for approval.
6. The facility to send the alerts in regional languages should also be available.

❖ **Reliability and timeliness:**

- The messaging Platform must support transmission of large scale messages to multiple users in multiple mobile networks such as GSM, CDMA etc. The messaging Platform must support acknowledgement base mobile messaging with guaranteed message delivery information. The messaging Platform must give commitment to service levels with guaranteed delivery times.

❖ **Secured & trusted environment:**

- The equipment at the bidder's end must be part of a network operator

secured infrastructure and must offer trusted message environment

- **Uniform application access:** A single uniform access number is necessary across multiple network operators and multiple countries.
- **Best-in class application platform:**
Seamless integration with any system so as to enable a smooth and secure flow of information to the mobile channel

❖ The messaging Platform must offer following four categories of SMS Services:

- **Broadcast:** This category of service must allow the Bank to send informational or promotional messages to all or a group of customers/officials. Some examples are change in the Interest rate, change in policy affecting customer, launch of new scheme etc, for customers and quick business statistics, reminders, etc., to internal officials.
- **Schedule:** This category of service must allow the Bank to send the message to its customers on a pre-defined schedule basis. Some examples are daily account balance, weekly delivery of account balance etc.
- **Events:** This category of services must allow SMS to be automatically sent to the customers when a certain event happens. Some examples are all credits, all debits, Balances below specified limit, Term deposit maturity, loan EMI due date, payment receipt etc.
- **Interactive Services:** This category of service provides interactivity to the customer, who can through SMS make an enquiry and get the answers in real time. Some examples are Balance inquiry, Mini Statement etc.

❖ The scope of the services is to be provided for a period of **three years** from the date of acceptance of the implemented solution by the Bank. However, the contract will be **reviewed at the end of every year** and will be renewed for the next one year on satisfactory performance by the vendor. Bank shall not issue a separate PO after yearly review of the bidder's performance however Bank reserve the right to cancel the PO if the performance of the bidder is found unsatisfactory at the time of review. Bank reserves right to renew contract for further further period not to exceed 1 years based on the requirement and satisfactory performance of the supplier on the same terms and conditions. The extension shall be granted in slots of 3 calendar months per extension.

❖ The brief description of SMS services that Bank is planning to avail is as under :

- Integration of the SMS gateway with various business applications such as CBS, Internet/Mobile Banking, ATM Switch/Middleware etc.
- The selected vendor will be required to ensure that SMS services offered are in conformity with TRAI guidelines issued from time to time. He should be a registered with TRAI for telemarketing.
- It is the responsibility of the Bidder to change / upgrade / customize the infrastructure at all levels for ensuring the compliance to statutory bodies, Govt of India (GOI)/ Reserve Bank of India (RBI)/ Telecom Regulatory

Authority of India (TRAI)/ Indian Banks Association (IBA) and any other regulatory guidelines issued from time to time at no extra cost to the Bank.

5. Last Date for Submitting the Bid Proposals

The Last date for submitting the Bid proposals along with Bid Security and RFP cost is **29/01/2018 by 16.00 hours** at this office. Any Bids received after the due date and time will not be accepted. Both Technical Bids and Commercial Bids complete in all aspects should be submitted in separate sealed covers to Central Bank of India Belapur Navi Mumbai.

6. Opening of Bid and Preliminary Scrutiny

The Technical Bid will be opened first for Technical Evaluation in the presence of bidders. Technically successful bidders will be finalized after evaluation of Eligibility Criteria and Technical specification.

The sealed commercial bids of technically successful bidders only, will be opened subsequently.

Bank will call for reverse auction from the qualified Bidders. The details are provided in Annexure-VII of the RFP Document.

The Bidders should submit the soft copy of the Technical Bid and all related annexures in a CD / DVD. The eligibility criteria and technical specification should be submitted in (.XLS) excel format.

7. SEEKING FURTHER CLARIFICATIONS ON TECHNICAL BIDS:

During the process of scrutiny, evaluation and comparison of technical offers, Bank may, at its discretion, seek clarifications from all the Bidders/ any of the Bidders on the technical offer made by them. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time stipulated by the Bank. Clarifications replies received will be taken as part of the bid document.

8. NO COMMITMENT TO ACCEPT ANY BID:

The Bank reserves the right to reject this invitation to offer in part or full, or cancel the entire procurement process at any stage, without assigning any reason.

9. TERMS AND CONDITIONS

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

10. SUBMISSION OF OFFER –TWO BID SYSTEM

Separate sealed envelopes containing Technical Proposal (Technical Bid) and Commercial Proposal (Commercial Bid) should be submitted. Both envelopes should be enclosed in a single sealed envelope. These envelopes should be clearly super scribed as “**Technical Bid – Integration and Implementation of SMS, voice, email alerts service**” and “**Commercial Bid**”

– **Integration and Implementation of SMS, voice, email alerts service”** respectively and should be addressed to and submitted at : -

**Dy. General Manager - IT,
Central Bank of India,
Deptt. of Information Technology,
4th floor, Central Bank of India Building,
Plot No.26, Sector 11,
CBD Belapur, Navi Mumbai – 400 614.**

Any Bid received by the Bank after deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

All envelopes must be super scribed with the following information:

- ❖ Name of Bidder
- ❖ Phone/ fax numbers
- ❖ e-mail address
- ❖ Offer Reference
- ❖ Type of Offer (Technical or Commercial)

On the Outer cover the following details are also to be mentioned in addition to the above.

11. ENVELOPE-I (Technical Offer): (1 Copy)

The Technical Offer should be completed in all respects and contain all information asked for in the exact format of technical specifications given in the RFP, **except prices**. The Technical Offer **must not contain any price information**. BANK, at its sole discretion, may not evaluate a Technical Offer in case of non-submission or partial submission of technical details. Any decision of BANK in this regard shall be final, conclusive and binding upon the bidder.

12. ENVELOPE-II (Commercial Offer): (1 Copy)

The Commercial Offer should contain all relevant price information and should not contradict the Technical Offer in any manner.

Note:

- ❖ If the outer cover/envelop is not sealed & super scribed as required, the Bank will assume no responsibility for bid's misplacement or premature opening.
- ❖ If any inner cover/envelop of a bid is found to contain both technical & commercial bids then that bid will be rejected summarily.
- ❖ If any outer envelope is found to contain only the technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.

13. ERASURES OR ALTERATIONS

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.

14. LANGUAGE OF BID

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in **English** language only.

15. EVALUATION AND COMPARISON OF BIDS

The Bank will open the technical bids, in the presence of the Bidder's representative(s) (maximum two representatives per bidder) who choose to attend, at the time and date mentioned in Bid document on the date and venue mentioned in RFP Document. The bidder's representatives who are present shall sign the register evidencing their presence / attendance.

16. FORMAT FOR TECHNICAL OFFER/TECHNICAL BID

The Technical offer/Technical bid must be made in an organized and structured manner in the following form:

- I. Index
- II. Tender offer forwarding letter (Annexure – II)
- III. Eligibility Criteria: (Annexure – I) along with the required documents.
- IV. Technical Offer/Technical bid with Specifications (Annexure –III)
- V. Manufacturer Acceptance form (MAF)- (Annexure-VIII)
- VI. General Details of the bidder (Annexure –IV)
- VII. Commercial Bid (Annexure – V) –To be submitted as a Blank copy without any commercial details.
- VIII. Performance Bank Guarantee (Annexure – VI)
- IX. Letter for Authorized representative.
- X. Letter for acceptance and compliance of all the Terms and Conditions of RFP.
- XI. Valid Demand Draft /Banker's cheque/ Bank Guarantee as EMD.
- XII. Valid Demand Draft / Banker's cheque as Bid price, if tender document is downloaded from Bank's website.
- XIII. Bidder's Financial Details (audited balance sheets etc.) and other supporting documents, as asked in the RFP.
- XIV. Integrity Pact (Annexure-IX)
- XV. Letters of Undertaking for Reverse Auction (Annexure-VII)
- XVI. Non-Disclosure Agreement (Annexure-X)

All Claims made by the bidder will have to be backed by documentary evidence.

17. FORMAT FOR COMMERCIAL OFFER

The commercial offer should be quoted in **Indian Rupees** as per the format given in annexure.

Note: The vendors are requested to quote the cost exclusive of GST, Taxes etc., if applicable, will be paid additionally on actuals.

SIGNING OF THE BID

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a corporate body, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

18. COSTS OF PREPARATION & SUBMISSION OF BID

The bidder shall bear all costs for the preparation and submission of the bid. BANK shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

19. CONFLICT OF INTEREST

The selected bidder shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

20. OWNERSHIP AND RETENTION OF DOCUMENTS

- ❖ BANK shall own the documents, prepared by or for the selected bidder arising out of or in connection with the Contract.
- ❖ Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by BANK, the selected bidder shall deliver to BANK all documents provided by or originating from BANK and all documents produced by or from or for the selected bidder in the course of performing the Service(s), unless otherwise directed in writing by BANK at no additional cost.
- ❖ The selected bidder shall not, without the prior written consent of BANK store, copy, distribute or retain any such Documents.

21. Date of Submission

The proposal should reach the Bank on or before the date and time mentioned in this RFP Document. The proposals received later than the above scheduled date and time will not be

accepted. The e-mail address and phone/fax numbers of the vendor should also be indicated on the sealed cover. The details in both the Bids should be exactly as stipulated and otherwise the offer is liable to be rejected.

22. Liabilities of Bank

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

23. Proposal Process Management

The Bank reserves the right to accept or reject any and all proposals, to revise the RFP, to request one or more re-submissions or clarifications from one or more Vendors, or to cancel the process in part or whole. No Vendor is obligated to respond to or to continue to respond to the RFP. Additionally, Bank reserves the right to alter the requirements, in part or whole, during the RFP process, and without re-issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP and subsequent presentations and contract negotiation processes. Bank has every right to award the contract even if only SINGLE bid is received or if only SINGLE bid is found eligible after technical evaluation.

24. Date of Bid Expiration

Proposals must be valid for a minimum of 180 days from the date of technical bid submission. Responses must clearly state the validity of the bid and its explicit expiration date.

25. NON-TRANSFERABLE OFFER

This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process.

26. PERIOD OF VALIDITY OF BID

Bids shall remain valid for 180 (One Hundred eighty) days after the date of bid opening prescribed by the BANK. The BANK holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, the BANK may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.

27. PRELIMINARY SCRUTINY

BANK will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, whether required technical documentation has

been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.

BANK may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer/bid. This shall be final, conclusive and binding on all bidders and BANK reserves the right for such waivers.

28. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER/BID

BANK shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. BANK has the right to re-issue tender/bid. BANK reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. BANK will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of BANK in this regard shall be final, conclusive and binding upon the bidder.

The selected bidder shall preserve all documents provided by or originating from BANK and all documents produced by or from or for the bidder in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of BANK in this regard.

29. Bidder Indication of Authorization to Bid

Responses submitted by a Vendor to this RFP (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the Vendor's response. The proposal must be signed by an official authorized to commit the bidder to the terms and conditions of the proposal. Vendor must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official and submit the copy of power of attorney / authority letter authorizing the signatory to sign the bid.

30. GENERAL

30.1 The successful bidder must adhere to the Information Security policy of the Bank.

30.2 Vendor should adhere the Regulator's guidelines on these services.

30.3 Services mentioned in the scope should be hosted by the Bidder in his environment and secured connection to Bank DC should be established by the Bidder at no additional cost to Bank. Bank shall only provide the interface with CBS for posting transactions.

30.4 Successful Bidder should sign confidentiality agreement and Non-Disclosure Agreement. Vendor should also provide background check confirmation of their on-site resources assigned to work on this project.

Outsourcing clauses

1. The Vendor shall be fully responsible for any breach of data confidentiality of customer related information. This liability shall be applicable even after the contract expires or gets terminated.
 2. The vendor should have a well-documented BCP and Disaster Recovery Plan and also security and control practices.
 3. The vendor shall provide a non-disclosure and integrity pact.
 4. The vendor should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.
 5. The vendor shall disclose security breaches if any to the Bank, without any delay.
 6. Vendor shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank.
 7. Bank shall undertake a periodic review of service provider outsourced process to identify new outsourcing risks as they arise. The Bidder shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the service provider outsourced to third party, there must be proper Agreement with concern third party. The Bank shall have right to intervene with appropriate measure to meet the Bank's legal and regulatory obligations. Access to books and records/Audit and Inspection would include:-
 - a) Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the service provider. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.
 - b) Provide the Bank with right to conduct audits on the service provider whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any audit or review reports and finding made on the service provider in conjunction with the services performed for the bank.
 - c) Include clause to allow the reserve bank of India or persons authorized by it to access the bank's documents: records of transactions, and other necessary information given to you, stored or processed by the service providers within a reasonable time. This includes information maintained in paper and electronic formats.
 - d) Recognized the right of the reserve bank to cause an inspection to be made of a service provider of the bank and its books and account by one or more of its officers or employees or other persons.
- Banks shall at least on an annual basis, review the financial and operational condition of the service provider. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the service provider. Such assessment and reports on the service provider may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.
8. As per RBI circular on "Cyber Security Framework for Banks", there is a need to obtain assurance from application providers/OEMs that **the application is free from embedded malicious/fraudulent code. The required undertaking to be provided on letter head.**

The mandatory condition for registration with EPFO:

The Banks availing various services from contractors/subcontractors, should ensure that the employees of such contractors are providing social security in the form of provident fund as per EPF & MP act, .The EPFO is entrusted to ensure the act and in case if default, the Principal Employer is Liable for Penal action

31. RFP Ownership

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

32. Proposal Ownership

The proposal and all supporting documentation submitted by the Vendor shall become the property of Central Bank of India.

33. Bid Pricing Information

By submitting a signed bid, the Vendor certifies that:

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

34. Bidder Status

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

35. Confidentiality

This document contains information confidential and proprietary to Central Bank of India. Additionally, the Vendor will be exposed by virtue of the contracted activities to internal business information of Bank, affiliates, and/or business partners. Disclosure of receipt of any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the Vendor, pre-mature termination of the contract, or legal action against the Vendor for breach of trust. No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent from the Bank. Reproduction of this RFP, without prior written consent of Bank, by photographic, electronic, or other means is strictly prohibited.

36. Bid Security

The Vendor is required to submit an interest free deposit towards bid security amount (EMD) by way of a Demand Draft / Banker's Cheque/ Bank guarantee issued by a Scheduled Commercial bank, in favor of "**CENTRAL BANK OF INDIA**" as a part of the proposal.

The said bid security amount (EMD) will be forfeited, if the vendor withdraws his proposal during the period of the proposal validity; or if the vendor, having been notified of the acceptance of its proposal by the purchaser during the period of validity of the proposal fails or refuses to execute the contract in accordance with the RFP.

The Demand Draft towards bid security amount (EMD) of the unsuccessful vendor(s) will be returned after completion of tendering process. However the EMD of successful vendor will be returned after submission of Performance Bank Guarantee (PBG) as mentioned as per Annexure.

37. Disclaimer

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

38. Right to Reject

Central Bank of India reserves the right to reject any or all proposals received in response to the RFP without assigning any reasons thereof.

Bank reserves the right, to waive or modify any formalities, irregularities, or inconsistencies in the bid, which does not prejudice or affect the relative ranking of any bidder, which shall be binding on all bidders.

39. Other General Conditions

- ❖ All responses received after the due date/time would be considered late and would not be accepted.
- ❖ All responses by the vendors to this RFP document shall be binding on such vendors for a period of 180 days after the submission of the bids.
- ❖ Any additional or different terms and conditions proposed by the vendor would be rejected unless expressly assented to in writing by the bank.
- ❖ Bank reserves the absolute right to reject the offer if is not in accordance with its requirements and no further correspondence, whatsoever, will be entertained by the Bank in the matter
- ❖ Any technical or commercial bid, submitted cannot be withdrawn/modified after the last date for submission of the bids
- ❖ Each offer should specify only a single solution which is cost- effective and meet the tender specifications and should not include any alternatives.

- ❖ The bidder shall bear all costs associated with the preparation and submission of its bid, attending pre-bid meeting or arranging Product Walk through and Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- ❖ The vendor shall also indemnify Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software(s), hardware(s) or any part thereof in India and abroad.
- ❖ To assist in the scrutiny, evaluation and comparison of offers Bank may, at its discretion, ask some or all bidders for clarification of their offer. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- ❖ In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in India, the vendor shall act expeditiously to extinguish such claims. If the vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the vendor of such claims, if it is made, without delay by fax/e-mail/registered post.
- ❖ One bidder should submit one bid only.

40. Bidding cost and other terms

Bidding cost should include entire cost of software/Hardware/Network equipment/ other allied components etc. and all interfaces with Bank's CBS, Switch etc. and implementation cost.

41. ACCEPTANCE OF ORDER

Bank has the right to cancel the order if the same is not accepted by the bidder within a period of 7 days from the date of purchase order, otherwise it will be considered as accepted. However, Bank has the right to cancel the order, if the same is not accepted within 7 days from the date of receipt of the order.

In case of refusal to accept the offer by the L1 Bidder Bank may offer the contract to L2 Bidder provided it matches the price quoted by the L1 Bidder.

42. Integrity Pact- Each Participating bidder/s shall submit Integrity Pact as per attached Annexure-IX duly stamped of Rs 500. Integrity pact should submit by all participating bidders at the time of submission of Bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time scheduled prescribed by Bank may be relevant ground of disqualification to participating in Bid process.

43. Goods and Services Taxes (GST) and its Compliance

(i) Goods and Services Tax Law in India is a Comprehensive, multi-stage, destination-based tax that will be levied on every value addition. Vendor shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder-

- (a) TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the supplier of taxable goods and services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances contained in the statutes include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person.
- (b) It is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit (ITR) to the Bank by way of commensurate reduction in the prices under the GST Law.
- (c) If vendor as the case may be, is backlisted in the GST (Goods and Services Tax) portal or rating of a supplier falls below a mandatory level, as decided time to time may be relevant ground of cancellation of Contract.

ii- Bank shall deduct tax at source, if any, as per the applicable law of the land time being enforced. The Service provider shall pay any other taxes separately or along with GST if any attributed by the Government Authorities including Municipal and Local bodies or any other authority authorized in this regard.

iii- In case of any variation (upward or down ward) in Government levies / taxes / etc. up-to the date of providing services , the benefit or burden of the same shall be passed on or adjusted to the Bank. If the service provider makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.

44. ACCEPTANCE TEST

Bank will carry out an Acceptance test in various ways. Bidder has to arrange a team of engineers at the site on stipulated date and time mentioned by the Bank to assist in the acceptance test. A dedicated team of engineers must be made available at one central location till successful running of projects. After successful roll out, a team of support personnel is to be made available along with their numbers to resolve the day-to-day production issues and other issues related to the offered solution.

45. PERFORMANCE BANK GUARANTEE

The Bank will require the selected bidder to provide a Performance Bank Guarantee, within 7 days from the date of acceptance of the order or signing of the contract whichever is earlier, for a value equivalent to 10% of the Total Cost of ownership (TCO). The Performance Guarantee should be valid for a period of 36 months. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project. In case the selected bidder fails to submit performance guarantee within the time

stipulated, the bank at its discretion may cancel the order placed on the selected bidder without giving any notice. Bank shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to selected bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

46. INSURANCE

Vendor will get an Insurance cover on his own cost for all risks for the entire Hardware/Software/Data/other allied components if any installed at vendor site for Integration & Implementation of SMS Alerts Solution for the entire period of contract. Vendor has to submit a copy of the bills, insurance cover as proof that he has insured all the Hardware / software/Data and other related items which are directly or indirectly part of the Integration & Implementation of SMS Alerts Solution.

47. Non Payment of Professional Fees:

If any of the items/activities as mentioned in the price bid are not taken up by the Bank during the course of this assignment, the Bank will not pay the professional fees quoted by the vendor in the Price Bid against such activity/item.

48. CLARIFICATIONS ON AND AMENDMENTS TO RFP DOCUMENT

Prospective bidders may seek clarification on the RFP document by letter/fax/e-mail at the address mentioned in Bid Detail- Control Sheet Table. Further, at least 3 days time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the RFP contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website www.centralbankofindia.co.in

49. Evaluation Criteria

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution that appropriately meets the business requirements of the bank. The bid would be first evaluated on technical soundness and then on the financials. The system Integrator needs to cover the entire Technical requirement as given in RFP as per Annexure III.

All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank. The evaluation shall be on the basis of professional competence and the price quoted. The bidder who quotes least price as per TCO will be treated as the successful bidder.

Arithmetical errors will be rectified on the following basis - If there is a discrepancy between words and figures, the amount in words will prevail. If the Successful Bidder does not accept the correction of the errors, its Bid will be rejected, and its Bid Security may be forfeited.

50. Assessment Methodology

The proposals will be evaluated in three stages

Eligibility Criteria EVALUATION

- ❖ In the first stage the Eligibility criteria will be verified as per “Eligibility Criteria”. There will be no scoring involved in the eligibility evaluation.
- ❖ The Bidder has to provide all the documents mentioned in the RFP document against the Annexure-1 “Eligibility criteria” for justification.
- ❖ A soft copy of the Annexure in .xls format should be provided by the Bidder in a CD / DVD.

Technical EVALUATION

- ❖ In the second stage Technical evaluation shall be carried out by the Bank’s team for only those bidders who are found eligible as per the mentioned eligibility criteria.
- ❖ The Bidders will have to provide their responses against individual items mentioned in the Annexure ‘technical specification’
- ❖ The Bidders should restrict their responses to ‘Yes’ or ‘customisable’.
- ❖ The Bank’s evaluation committee shall evaluate and ask the Bidder to justify the responses.
- ❖ Based on the evaluation by the Bank’s evaluation committee the Bidder has to obtain a minimum of 80 % items as ‘Yes’(45 out of the 56 items should be ready and marked as ‘yes’).
- ❖ All the items mentioned under the Annexure-III “Technical specifications” are mandatory and needs to be supplied and implemented within the time frame of 4 weeks from the date of Purchase Order (PO).
- ❖ The items marked as ‘customisable’ should be delivered within the implementation time frame of 4 weeks from date of PO.

Commercial Evaluation

- ❖ In the third stage, Commercial evaluation will be carried out for those eligible bidders who score 80% marks and above under technical evaluation based on the responses given by the bidders in response to RFP and verified by the Bank’s team.
- ❖ Commercial Bids of bidders, who meet all terms and conditions of this RFP/tender and secure Qualifying points in technical evaluation, will be considered for participation in commercial Bidding.
- ❖ After opening Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail.
- ❖ Detailed Criteria for evaluation of Commercial Bid is furnished in Annexure-V.

Reverse Auction

- ❖ Bank shall call for reverse auction.
- ❖ The detailed methodology is mentioned in the Annexure-VII

**** Note:**

- During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/fax/e-mail seeking explanation.
- Bank reserves the right to modify /amend the evaluation process at any time during the bid process, without assigning any reason, whatsoever and without any requirement of intimating the bidders of any such change.

51. Award Criteria

- ❖ Bank will finalize only one bidder whose commercial bid is found to be lowest after *reverse auction*.
- ❖ The TCO (total Cost of Ownership) shall be as per the details mentioned in the Annexure-Commercial Evaluation.
- ❖ Bank reserves the rights to award the contract to More than one Bidders / alternate Bidder at the TCO matching the items-wise rates with L1 bidder if after award of the contract to the L1 Bidder, he fails to perform activities of if Bank feels it necessary.

52. CLARIFICATION OF OFFERS

To assist in the scrutiny, evaluation and comparison of offers/bids, BANK may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of BANK in this regard shall be final, conclusive and binding on the bidder/tendered.

53. CONTRACT PERIOD

The contract period for providing Integration & Implementation of SMS Alerts Solution will be for a period of Three Years from the date of Agreement. The selected bidder need to execute a **Service Level Agreement (SLA)** with the BANK covering all terms and conditions of this RFP. SLA will cover performance and availability of the solution deployed for Integration & Implementation of SMS Alerts Solution. The performance of the selected bidder shall be reviewed yearly and the Bank reserves the right to terminate the contract at its sole discretion by giving two months' notice without assigning any reasons thereof. Any offer falling short of the contract validity period (Three Years from the date of Agreement) is liable for rejection.

Bank may also extend the contract for further period not to exceed 1 years based on the requirement and satisfactory performance of the supplier on the same terms and conditions. The extension shall be granted in slots of 3 calendar months per extension.

54. SCHEDULE OF IMPLEMENTATION

The vendor has to do the Integration & Implementation of SMS Alerts Solution within Four weeks from the date of award of contract. The implementation shall comprise of system configuration, customization, pilot implementation, integration with the Bank CBS / any

other application, UAT and system roll out, training etc. The bidder will be required to share the interface developed by them for the implementation of the SMS Alerts Solution with the Bank and Bank will be in a full liberty to use the above interface for any requirement, present or future. Bidder has to provide all the reports as per formats required by Bank, present or future.

55. AUDIT BY THIRD PARTY

Bank at its discretion may appoint third party for auditing the activities of onsite/offsite services and operations of entire services provided to the Bank.

56. UPTIME

The bidder shall guarantee an uptime of 99.9%, which shall be calculated on monthly basis. The Uptime is equal to total contracted hours in a month less Downtime. The Downtime is the time between the time of report by the Bank and time of restoration of service within the contracted hours.

Restoration is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same. For SLA purpose a quarter will be treated as 90 days. If the uptime is below 99.9%, the Bank shall have right to penalize the vendor contract under this RFP.

57. PAYMENT TERMS

- ❖ The Bidder has to submit a PBG of 10 % of the TCO.
- ❖ Payment for the Services will be made on monthly basis in arrears after receipt of the bill and performance report from the selected bidder subject to the verification of the service level reports with all necessary documents.
- ❖ Payment of One time implementation cost :
 - 50% of one time implementation cost will be paid after successful implementation of solution.
 - 50% of one time implementation cost will be paid after successful implementation of solution and submission of Performance Bank Guarantee (PBG) amounting to 10 % of the TCO.
- ❖ Bank shall reimburse the rate per SMS x actual no. of SMS sent during the month after deduction of penalty.
- ❖ Bank may place order for the 'optional items' mentioned under the 'commercial Bid' for the number of quantity required during the contract period. The payment for the same shall be made in full after the delivery and acceptance by the Bank.
- ❖ The Bank will pay the applicable taxes ruling at the time of period of services rendered and the resultant billing.
- ❖ Charges shall be fixed for the entire contract period and there will be no escalation due to fluctuation in taxes, foreign currency or change in duty structure or for any other reasons. However, impact of fall in prices, taxes, duties or any other external factors like downward movement of foreign exchange rates etc. would be passed on to The Bank suomoto.

58. CANCELLATION OF TENDER PROCESS

Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating bidders.

59. ORDER CANCELLATION (TERMINATION)

The Bank reserves the right to terminate the agreement with the Bidder / vendor at any time by giving two months prior written notice to the Bidder.

BANK reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the BANK under the following circumstances:-

- a. The selected bidder commits a breach of any of the terms and conditions of the bid.
- b. The bidder goes into liquidation, voluntarily or otherwise.
- c. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- d. If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- e. If deductions on account of liquidated damages exceeds more than 10% of the total contract price.
- f. After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which BANK may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- g. BANK reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.

60. CONSEQUENCES OF TERMINATION

60.1 In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor bidder to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

60.2 In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by BANK, the selected bidder herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as BANK may specify including training, where the successor(s) is a representative/personnel of BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

a) Nothing herein shall restrict the right of BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to BANK under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Vendor will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it provided that all products and services as serving satisfactory, as per satisfaction of the Bank.

61. Migration from OPEX to CAPEX model

Bank shall have the option of switching over to CAPEX model under which the vendor will have the responsibility to migrate the data & systems as per mutually agreed terms & conditions.

62. LIQUIDATED DAMAGES

1. If the successful Bidder/Vendor fails to perform the Services within the period(s) specified in the Contract / SLA (Service Level Agreement), the Bank shall, without prejudice to its other remedies under the Contract, deduct penalty from the Contract Price, as Liquidated Damages (LD), for every such default in service.
2. The Liquidated Damages (LD) shall be a sum equivalent to 1% of contract amount for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract amount. Once the liquidated damages reach 10% of the contract amount, the bank may consider termination of the contract or forfeiture of Bank guarantee. In this context Bank may exercise both right jointly or solely. Bank may instruct to concerned vendor to submit fresh Bank guarantee for the same amount in this regard. At that point, the contract price will stand reduced to the actual amount payable by the Bank. Proportionately the payment payable to the Successful Bidder will also stand reduced.

63. PENALTY

63.1 The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.

63.2 If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

63.3 Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder.

63.4 The Bank shall implement all penalty clauses after giving due notice to the bidder.

63.5 If the Bidder fails to complete the due performance of the contract in document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance. SLA violation will attract penalties.

63.6 If the bidder fails to maintain guaranteed uptime and success percentage of 99.9% on monthly basis then Bank may impose penalty as per the table below.

Service percentage (round Off to 1 decimal place)	Penalty Amount
From 99.9% to 100%	No Penalty
From 97 % to 99.8 %	5% of total amount payable
From 95 % to 96.9%	10% of total amount payable
From 93 % to 94.9%	15% of total amount payable
From 91 % to 92.9%	20% of total amount payable
Less than 91 %	100% of total amount payable

Any scheduled downtime will not be considered while calculating penalty.

63.7 The vendor shall provide the escalation matrix for support related issues for Bank and customers. The issue which needs defect fixing at the vendor end should be resolved within maximum 5 (five) working days. Any delay beyond the 5 Working days shall attract a penalty of Rs. 500.00 (five Hundred) per day.

63.8 If Bank imposes penalty upon the vendor the same shall be deducted from the subsequent invoices payable to the vendor.

64. DISPUTE RESOLUTION MECHANISM

- a. The Bank and the bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of The Bank and the bidder, any disagreement or dispute arising between them under or in connection with the contract.
- b. If the Bank officials and bidder project director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Vendor and Bank respectively.
- c. If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the bidder and Bank, The Bank and the bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.
- d. All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai.
- The Language of Arbitration will be English and court of Mumbai shall have exclusive jurisdiction.
- Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, vendor will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving satisfactorily, as per satisfaction of the Bank.
- e. If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on
- (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.
- f. This RFP shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP and subsequent Agreement. Notwithstanding the above, The Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

65. JURISDICTION

The jurisdiction of the courts shall be Mumbai.

66. NOTICES

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier.

Any notice or other communication shall be deemed to have been validly given on date of

delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

67. AUTHORIZED SIGNATORY

The selected bidder shall indicate the authorized signatories who can discuss and correspond with BANK, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with 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 BANK.

68. PUBLICITY

Any publicity by the bidder in which the name of the BANK is to be used should be done only with the explicit written permission of the BANK. The bidder shall not make or allow making a public announcement or media release about any aspect of the contract unless the BANK first gives the bidder its prior written consent.

69. FORCE MAJEURE

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or 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:

- a. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
- b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- c. Terrorist attack, public unrest in work area

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The bidder or BANK shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

70. CONFIDENTIALITY

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

- ❖ To maintain and use the Information only for the purposes of the

Contract/Agreement and only as permitted by BANK;

- ❖ To only make copies as specifically authorized by the prior written consent of BANK and with the same confidential or proprietary notices as may be printed or displayed on the original;
- ❖ 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
- ❖ To treat all Information as Confidential Information.

71. INDEMNITY

The Vendor shall indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from. Non-compliance of the Vendor with Laws / Governmental Requirements, Intellectual Property infringement, Negligence and misconduct of the Vendor, its employees, subcontractor and agents, Breach of any terms of Agreement, Representation or Warranty, Act of omission or commission in performance of services, Loss of data. Indemnity would be limited to court awarded damages and shall exclude indirect, and incidental damages. However indemnity would cover damages, loss or liabilities, compensation suffered by the Bank arising out of claims made by its customers and/or regulatory authorities. Vendor shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trade marks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of any equipment including all the Hardware, Software and network link or other systems supplied/supported to the Bank from whatsoever source, provided the Bank notifies the in writing as soon as practicable when the Bank becomes aware of the claim however, (i) the Vendor has sole control of the defence and all related settlement negotiations (ii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Vendor, except where the Bank is required by any authority / regulator to make a comment / statement / representation. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensations. The supplier/service provider shall indemnify the Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where the Bank does not opt for retention of GST component on supplies. The Bidder shall compensate the Bank for such direct financial loss suffered by the Bank if the

However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities. Vendor shall indemnify to bank, if cyber threatened /crime/hacking or any related offence occurs due any other manner provided in this regard shall sole responsibility of the bidder .

72. Bidder's liability

The Bidders aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in

contract, tort or otherwise), shall be at actuals and limited to the TCO of the contract. The Bidders liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights(if any) or breach of confidentiality obligations shall be unlimited.

In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided on behalf of bank hereunder.

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

73. Information Ownership

All information transmitted by successful Bidder belongs to the Bank. The Bidder does not acquire implicit access rights to the information or rights to redistribute the information unless and until written approval sought in this regard. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately, which is proved to have caused due to reasons solely attributable to bidder. Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank's decision will be final if any unauthorized disclosure have encountered.

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

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

74. Inspection, Review Audit & Visitations

A)Right to Inspect, Examine and Audit:

a) All OEM/Vendor records with respect to any matters / issues covered under the scope of this RFP shall be made available to the Bank at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Such records are subject to examination. The Bank's auditors would execute confidentiality agreement with the Vendor, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of such audit will be borne by the Bank.

Vendor shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank.

Bank shall undertake a periodic review of service provider/VENDOR outsourced process to

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

b) Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the VENDOR. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.

c) Provide the Bank with right to conduct audits on the VENDOR whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any audit or review reports and finding made on the service provider in conjunction with the services performed for the bank.

d) Include clause to allow the reserve bank of India or persons authorized by it to access the bank's documents: records of transactions, and other necessary information given to you, stored or processed by the VENDOR within a reasonable time. This includes information maintained in paper and electronic formats.

e) Recognized the right of the reserve bank to cause an inspection to be made of a service provider of the bank and its books and account by one or more of its officers or employees or other persons.

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

B)Monitoring

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

C)Visitations

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

75. Independent Contractor

Nothing herein contained will be construed to imply a joint venture, partnership, principal-agent relationship or co-employment or joint employment between the Bank and Bidder. Bidder, in furnishing services to the Bank hereunder, is acting only as an independent contractor. Bidder does not undertake by this Agreement or otherwise to perform any obligation of the Bank, whether regulatory or contractual, or to assume any responsibility for the Bank's business or operations. The parties agree that, to the fullest extent permitted by applicable law; Bidder has not, and is not, assuming any duty or obligation that the Bank may owe to its customers or any other person. The bidder shall follow all the rules, regulations statutes and local laws and shall not commit breach of any such applicable laws, regulations etc. In respect of sub-contracts, as applicable – If required by the Bidders, should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the SLA/NDA (Non-Disclosure Agreement) irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits including labour laws for its employees and sub-contractors or as the case may be. Bidder should take bank's prior written permission before subcontracting/ resource outsourcing of any work related to the performance of this RFP or as the case may be. The vendor should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for this project are completed and is available for scrutiny by the Bank.

76. Confidentiality

"Confidential Information" means any and all information that is or has been received by the Vendor("Receiving Party") from the Bank ("Disclosing Party") and that relates to the Disclosing Party; and is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants. Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials relating to the licensed software, the modules, the program documentation, the source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions, techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data,

appraisal mechanisms, planning processes etc. or any existing or future plans, forecasts or strategies in respect thereof.

“Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable. Information disclosed pursuant to this clause will be subject to confidentiality for the term and thereafter.

Nothing contained in this clause shall limit Vendor from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services, subject to strict confidential obligation, contemplated under this clause, provided further that the Vendor shall at no point use the Bank’s confidential information or Intellectual property.

The Vendor Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Bank. Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the Software provided as a part of centralized Banking Project. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this tender; or Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party / Bank or its customers or their projects.

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

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

copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control.

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

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

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

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

f. The Vendor represents and agrees that during the Term of this RFP or until the Bank takes over the Deliverables from the Vendor, whichever is earlier, the Bank shall not be responsible for any loss/damage (including malfunctioning or non-functioning of Deliverables) caused to the Deliverables for any reason, unless such loss/damage (including malfunctioning or non-functioning of Deliverables) is caused due to the willful act or gross misconduct of the Bank or any of its personnel as certified jointly by the Project Directors of the Parties. In such an event, the Vendor shall promptly repair and/or replace the non-performing Deliverable with a suitable replacement, if required, without affecting the service level standards in this RFP without any additional cost to the Bank.

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

a. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party / Bank contrary to the terms of this document); or any information which is independently developed by the Receiving Party / Vendor or acquired from a third party to the extent it is acquired with the valid right to disclose the same.

b. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party / Vendor shall promptly notify the Disclosing Party / Bank of such requirement with a view to providing the Disclosing Party / Bank an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

c. The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party / Bank and its disclosure hereunder shall not confer on the Receiving Party / Vendor any rights whatsoever beyond those contained in this document.

The confidentiality obligations shall survive the expiry or termination of the agreement between the Vendor and the Bank. The Vendor shall execute NDA (Non-disclosure Agreement) with Bank as format shared provided in this RFP.

The Vendor shall be fully responsible for any breach of data confidentiality of customer related information. This liability shall be applicable even after the contract expires or gets

terminated.

The vendor shall submit a non-disclosure and integrity pact as per requirement of the Bank

77. Assignment-

Bank may assign the Project and services provided therein by Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. The Bank shall have the right to assign such portion of the facilities management services to any of the Contractor/sub-contractor, at its sole option, upon the occurrence of the following: (i) Bidder refuses to perform; (ii) Bidder is unable to perform; (iii) termination of the contract with Bidder for any reason whatsoever; (iii) expiry of the contract. Such right shall be without prejudice to the rights and remedies, which the Bank may have against Bidder. Bidder shall ensure that the said sub-contractors shall agree to provide such services to the Bank at no less favourable terms than that provided by Bidder and shall include appropriate wordings to this effect in the agreement entered into by Bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of Bidder to perform or termination/expiry of the contract.

78. Privacy and security safeguards

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

79. Entire Agreement; Amendments:

This Agreement sets forth the entire agreement between the parties and supersedes any other prior proposals, agreements and representations between them related to its subject matter, whether written or oral. No modifications or amendments to this Agreement shall be binding upon the parties unless made in writing, duly executed by authorised officials of both parties.

1. Survival and Severability:

Any provision or covenant of the Agreement, which expressly, or by its nature, imposes obligations on VENDOR shall so survive beyond the expiration, or termination of this Agreement. The invalidity of one or more provisions contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof; and in the event that one or more provisions shall be declared void or unenforceable by any court of competent

jurisdiction, this Agreement shall be construed as if any such provision had not been inserted herein.

2. Violation of terms-

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

3. Corrupt and Fraudulent Practices

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

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

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

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

All necessary compliances relating to the transaction such as disclosure in in the returns to be filed, Tax Collected at Source (if applicable) etc. shall be duly undertaken by the supplier and in case of any non-compliance or delayed compliance, the Bank shall have right to recover interest and/or penalty that may be levied including liquidated damages @10 % of the value of supplier.

This indemnification is only a remedy for the Bank. Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above.

80. Compliance with Laws

1. Compliance with all applicable laws: Successful bidder shall undertake to observe, adhere to, abide by, comply with the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this scope of work and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/

personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

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

3. This indemnification is only a remedy for the Bank. Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above.

81.Waiver

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

82.Governing Law and Jurisdiction

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

83. Statutory Requirements-

The Vendor must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This requirement shall supersede the responses provided by the Vendor in the technical response. During the period of Contract, Bidder / Vendor should comply with all requirements including any or all reports without any additional cost, defined by any regulatory authority time to time and which fall under the scope of this RFP / Agreement. All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to the bank during the tenure of the contract.

Annexure - I: Eligibility Criteria

Sr. No.	Eligibility Criteria	Support Documents to be submitted
1	Bidder should be - A Registered Company/ firm in India as per Company Act 2013 or under any other Indian law and - They have implemented a SMS alerts solution for sending transactional and promotional SMS in at least two Public Sector Banks in India during the past two years. Out of which one must be a public sector bank. - The Solution offered should be currently running successfully as on the date of this RFP.	- Certified copy of the registration of Company or Firm and - Photo Copies of Purchase orders from FIs/ Banks for having Implemented the SMS facility or a certificate from such Clients - Copies of Memorandum and article of association. - Certificate of incorporation in case of Corporate Bidder. - ISO Certification document if any
2	The Bidder should not be a reseller and should have direct connectivity with Operators	- Copies of Certification/agreements with the Operators with which it has direct Connectivity - Undertaking on letter head of the Bidder duly signed by the authorised signatory.
3	The Vendor should also have arrangements for pushing SMS messages to Overseas mobile operators to cater to our Non Resident Customers	- Copies of Certification / agreements with Overseas Mobile Operators service Providers - Undertaking on letter head of the Bidder duly signed by the authorised signatory.
4	The Vendor should confirm that the software solution offered is capable of integrating with Core Banking Solution / middle ware running in the Bank. The Vendor is required to provide the interface of their software with Bank's Core Banking Solution or middleware.	Self-declaration Letter
5	- Bidder should have made net profit during the Last two Financial Year i.e 2015-16 & 2016-17 and - Business turnover for 2015-16 & 2016-17 should be more than 25 crores.	Audited Financial Statements for the last two financial years and the Certificate from the Auditor

6	The Bidder should have own service support center at Mumbai or the place from where Bank get prompt service support to our office at Mumbai.	• Service Centre details with Postal Address, Contact Person and Phone/Mobile Numbers • Escalation matrix
7	The Bidder should have never been Blacklisted/Barred/Disqualified by any regulator/statutory body in India	Self-Declaration Letter duly signed by the authorised signatory
8	Bidder should not have been declared as NPA by any of the financial institutions in India during last two years.	Self-Declaration Letter duly signed by the authorised signatory
9	The Bidder should have solution to provide SMS in 15 Regional Languages or more.	• Photo Copies of Purchase orders from FIs/ Banks for having Implemented the SMS facility or a certificate from such Clients • Undertaking on letter head of the Bidder duly signed by the authorised signatory
10	The Bidder should have its in house platform setup for SMS, E-mail and Voice Services without any dependency on third party.	• Photo copies of agreements/certificate from the operators and other documentary proof • Undertaking on letter head of the Bidder duly signed by the authorised signatory
11	The bidder should also have primary connectivity for SMS and Voice Message/s with a NON PSU operator	Photo copies of Certification/agreements with the Operators with which it has direct Connectivity
12	The bidder should be capable of sending voice messages (if e-mail ID is not available) or email messages in case of failure in sending SMS message, without any additional charges or set up cost. For this bidder should have in-house capabilities of sending voice message and e-mail messages of minimum 5000 voice messages per minute and minimum 5000 e-mails per minute.	Self-Declaration Letter on letter head of the Bidder duly signed by the authorised signatory
13	The bidder should be a registered with TRAI for telemarketing as per RBI guidelines.	Certificate of TRAI
14	The bidder should have capability of maintaining the SMS sent data logs for at least 10 years	Self-declaration
15	Bidder should have dedicated staff of at least 10 people for the offered solution in their hosted environment .The strength of dedicated staff of 10 people is applicable for bidder's data center	• Self-declaration • Escalation matrix with contact numbers and address.

	and dedicated staff of 10 people at disaster recovery center (in India). An undertaking to this effect must be submitted on their letterhead.	
16	Service continuity in case of technical / financial failure at the Bidder's end	• The Bidder should have proper DC-DR Setup with adequate redundancy to support in case of any technical failure at Bidder's end. • The Bidder should also have a back to Back arrangement with a telecom service provider / vendor to take up the job of sending SMS without any delay in case the Bidder is not able to provide the services at the same terms and conditions. • Self-declaration letter mentioning the above clauses duly signed by the authorised signatory.

Annexure – II

(Tender offer forwarding letter)

Tender Reference No.: CO:DIT:PUR:2017-18:254

Date:

**Deputy General Manager-DIT
Plot NO 26, Sector 11,
CBD Belapur, Navi Mumbai - 400614.**

Dear Sir/Madam,

Sub: Your RFP for Procurement of SMS, email and voice alerts and campaign Services for Central Bank of India and its' sponsored RRB's.

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for **"Procurement of SMS, email and voice alerts and campaign Services for Central Bank of India and its' sponsored RRB's"** as mentioned in the RFP document forming Technical as well as Commercial Bids being part of the above referred Bid.

In the event of acceptance of our Technical as well as Commercial Bids by the Bank we undertake to commence Procurement of SMS, email and voice alerts and campaign Services for Central Bank of India and its' sponsored RRB's and as per your purchase orders.

In the event of our selection by the Bank for undertaking Procurement of SMS, email and voice alerts and campaign Services for Central Bank of India and its' sponsored RRB's, we will submit a Performance Guarantee for a sum equivalent to 10% of the project cost for a period of Three year's effective from the month of execution of Service Level Agreement in favour of the BANK.

We agree to abide by the terms and conditions of this tender offer till 180 days from the date of opening of the bid and our offer shall remain binding upon us which may be accepted by the Bank any time before expiry of 180 days.

Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive.

We enclose the following Demand Drafts:

1. DD/Banker's Cheque No. xxxxxx dated xxxxxx for Rs. 5000/- (Rupees Five Thousand only) as Cost of RFP Document &
2. DD/Pay order No./Bank Gurantee xxxxxx dated xxxxxx for Rs. 75,00,000/- (Rupees Seventy Five lakhs only) as EMD .

Dated this ____ day of ____ 2018

Signature: _____

(In the Capacity of) _____

Duly authorized to sign the tender offer for and on behalf of

Technical Specifications as per Annexure –III

(Integration & implementation of SMS Alerts Services: Technology Assessment sheet)

Annexure –III

Sr No	Feature Description	Response by Bidder (Yes / Customisable within implementation time period)	Assessment by bank team
<u>Technical Specification for Transactional SMS</u>			
1	The bidder should have its own SMS Gateway infrastructures like Servers, Communication links, Software / Applications etc. for messaging related activity.		
2	All outgoing transactional messages (SMS) are to be delivered to the mobile subscriber within 30 seconds of receipt of the message at bidder's server in normal situation.		
3	Facility of Automatic Retry of the SMS in case of non delivery		
4	Facility to automatically send the SMS using voice channel in case the SMS channel is not able to send the message.		
5	If in any case delivery period is beyond the above specified period (30 second), the bidder has to provide immediate solution for the same.		
6	The solution should have the facility to priorities the outgoing messages so that it is possible to send certain critical messages immediately.		
7	Bidder's SMS Gateway should support Virtual Mobile Number (VMN) for incoming messages.		
8	All incoming messages (SMS) should be delivered to Bank's Internet Banking or other relevant systems within 5 seconds of receipt of the message at bidder's server.		
<u>Schedule of Requirements:</u>			
9	SMS Gateway service for approximately 35 lakh outgoing transactional messages per Day in first year, and goes on increasing every year @ 25 % per year.		

10	A web (Internet) based utility for sending SMS in bulk by various offices of the Bank to its various officials conveying various informal /official communications every day. The number of such messages will be approximately 3 Crore per month.		
11	The bidder should handle User Data Header (UDH) based communication i.e. the bidder should be able to support Port based SMS Services.		
12	The Bank has a setup for sending API (for OTPs) and xml (for bulk SMS) based requests. These requests are generated by the Bank's inhouse platform and the SMS is sent to the Bidder's predefined URL. The existing setup shall be reused for sending the requests to the Bidder's platform for onward SMS delivery. Hence the Bidder will require to customise their setup to consume the Requests coming from Bank		
13	The bidder should handle URL based communication, both secured (https) and normal (http) based communication and the messages should be delivered to a specific port, if port is provided in URL.		
14	The bidder should support virtual mobile number (for incoming SMS) of at least any one of the Major Service Providers.		
15	The bidder should provide facility for free format SMS through file upload of mobile numbers in text format.		
16	The bidder should provide facility to download delivery status of at least previous three months. The bidders should provide the monitoring facility for the bulk SMS facility for each user office/department/section.		
17	Bidder should provide acknowledgement for delivery of each SMS message and should submit reports providing the time of receipt of SMS at their server, time of delivery to mobile subscriber concerned for each message.		
18	The Bank will check the time taken in delivery of messages. Whenever any abnormal delivery period is observed, the Bank may require justification for the same. If proper justification is not provided, the Bank may consider these messages as undelivered and apply penalty as		

	for undelivered messages as given below.		
19	The bidder should integrate their SMS gateway with our Internet Banking Applications, CBS System, ATM Switch, middleware and other related systems in coordination with respective vendors.		
20	The Bidder should be able to send multilingual SMS		
<u>Specifications for Bulk SMS:</u>			
21	Sending SMS to one/many Mobile Numbers.		
22	The utility should be Menu Driven.		
23	Accessing the utility with user-ids/passwords.		
24	Facility of Admin Utility to maintain Users.		
25	The Admin User should be able to draw reports for any other user.		
26	The contents of the messages may exceed 160 characters and hence utility should have the feature of delivering such messages as a single message unless there is dependency on the receiver's Mobile.		
27	Maintaining Address Books/Groups for Mobile Numbers including Import/Export of Address books.		
28	Generation of period wise (maximum of last 6 months) Reports on SMS sent including various status wise like Delivered, Undelivered, If undelivered reason thereof etc.		
29	Bulk upload of SMS from Excel file.		
30	Exporting reports to Excel.		
31	Scheduling SMS		
32	The vendor should provide monthly backup of all SMS sent by various users.		
33	Help desk facility to be provided by the Service Provider		
34	The utility should deliver the SMS to all Office Mobiles of the officials of the Bank even though the Mobiles might have been registered in DND. For such Mobiles, if required Bank will provide a Declaration for forceful delivery.		
35	The Bank should be able to send SMS to different groups created based on requirement. The Bank will provide/create the		

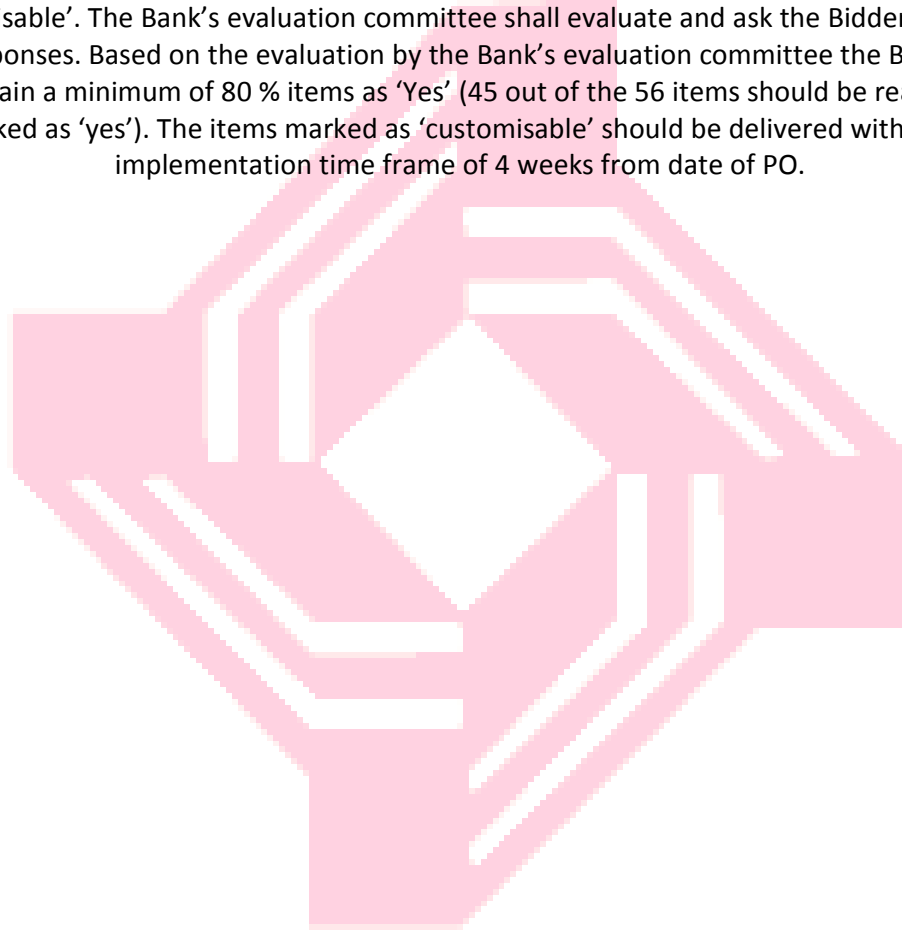
	groups as per requirement.		
36	The bidder should keep track of all the messages sent with date and time stamp and acknowledgement of delivery of the same and the same to be provided to the Bank as and when required or along with monthly invoices raised.		
37	The bidder should be able to send SMS messages to all the Mobile Phone service providers across the country.		
38	The Bidder shall follow the rules and procedures in providing the above services as per the guidelines of TRAI/DOT. The Bank will not be responsible for any breach on the bidder's part in this regard or for any other legal or other claims/charges that may arise due to the breach of such guidelines.		
39	Bidder should be registered telemarketer as per TRAI guidelines and RBI notification		
e-mail Alerts			
40	Bank needs to send the transactional and OTP alerts through e-mail to the customer. The existing SMS API shall have an optional field with e-mail ID, whenever Bank passes any e-mail ID in the request the Bidder will have to send an e-mail. The setup should support all the following options: 1. Send SMS only 2. Send e-mail Only 3. Send SMS + e-Mail		
41	The solution should have facility to ensure delivery in the customer's e-mail Inbox and not in spam mail box		
42	The e-mail solution should have facility to send the e-mail with Bank name in sender details.		
43	Separate API for this purpose may also be required by the Bank for which the Bidder shall have to make necessary arrangements.		
44	Bank may initiate the Bulk e-mail campaign for which the Bidder shall have to deliver the desired e-mail to the list of the customer e-mail IDs.		
<u>Voice alert services</u>			

45	The common API shall also have a facility for Voice alert through a flag. The bidder shall read the flag and send voice alert		
46	The common API shall be used for this purpose thereby providing following combinations combination for Bank (Only SMS / Only e-mail / only Voice /SMS and e-mail Both / SMS and voice both / e-mail and voice both / SMS, e-mail and voice all).		
47	Separate API for this purpose may also be required by the Bank for which the Bidder shall have to make necessary arrangements		
48	Bank may use the facility for Bulk voice message campaign service. The data shall be provided to the Bidder through SFTP or needs to be collected from the Bank's concerned department by the bidder's authorised representative		
49	The Bidder shall arrange for conversion of the text message to voice and send the sample for approval		
50	The facility to send the alerts in regional languages should also be available		
<u>SMS Campaign</u>			
51	Bank shall do periodic SMS campaigns for which SMS in bulk has to be sent to the customers		
52	The data shall be provided to the Bidder over SFTP or needs to be collected from the Bank's concerned department.		
<u>SMS in Regional languages</u>			
53	The Bidder is required to provide the SMS services in 15 regional languages including Hindi		
54	The default SMS shall be sent in English however where ever the regional language flag is enabled the Bidder will have to convert the SMS to the regional language and send an SMS to the customer		
<u>Missed Call Alert</u>			
55	Bank already provides the facility of Miss call based enquiry to customers. The Bank's customer gives a missed call from his registered mobile number to the predefined number. On receipt of this call the Bidders sends a request		

	to Bank and Bank in response generates a SMS for the customer		
56	The Bidder will have to procure the numbers in Bank's Name and continue the services. The cost of the procurement and maintenance shall be borne by the Bidder.		

Technical Evaluation Calculation:

The Bidders will have to provide their responses against individual items mentioned in the technical specification above. The Bidders should restrict their responses to 'Yes' or 'customisable'. The Bank's evaluation committee shall evaluate and ask the Bidder to justify the responses. Based on the evaluation by the Bank's evaluation committee the Bidder has to obtain a minimum of 80 % items as 'Yes' (45 out of the 56 items should be ready and marked as 'yes'). The items marked as 'customisable' should be delivered within the implementation time frame of 4 weeks from date of PO.



Annexure –IV

General Details of the Bidder

A. PROFILE OF THE BIDDER

1. NAME OF BIDDER:
2. Location
Regd. Office:
Controlling Office:
3. CONSTITUTION
4. DATE OF INCORPORATION & DATE OF COMMENCEMENT OF BUSINESS:
5. MAJOR CHANGE IN MANAGEMENT IN LAST THREE YEARS
6. NAMES OF BANKER / S

B. FINANCIAL POSITION OF BIDDER FOR THE LAST THREE FINANCIAL YEARS

	2014-15	2015-16	2016-17
Paid Up capital			
Tangible Net worth (Excluding revaluation reserve)			
Total Outside liabilities / Tangible Net worth			
Net sales of company as a whole			
Out of the above Net sales, Net Sales from services			
Gross Profit			
Net Profit (Profit after Tax)			

N.B. Enclose copies of Audited Balance Sheets along with enclosures

C. Proposed Service details in brief

- Description of service :
- Details of similar service provided to banks in India specifying the number of Banks and branches
 - In PSU banks
 - In non-PSU banks

Details of Experience in Integration & Implementation of SMS, email and voice alerts and campaign Services

i. PSU		
Name of the Bank	Period	
	From	To
ii. Non PSU		
Name of the Bank	Period	
	From	To

N.B. Enclose copies of Purchase Orders as references.

Place:

Date:

AUTHORISED SIGNATORY

Name

Designation:

Annexure - V
Commercial Bid

S.NO	Particulars	Unit Price Exclusive of Taxes	Number of Units	Total Cost = Unit Price * Number of Units
1	One time Implementation cost for Integrating SMS alerts solution. (It should include implementation cost, cost for customization, registration and activation process and any other factor as per bank's / regulatory requirement etc, required for smooth running of the system), Third party licenses , cert in certified auditors , Work as facilitator)		01	A
2	Cost of Transaction SMS (per SMS)		418 Crores	B
3	Cost of Promotional SMS (Bulk SMS per SMS)		100 Crores	C
4	Cost Of International SMS (per SMS)		1 Crore	D
5	Server Rental and two PRI rentals for premium numbers for Missed call alerts solution. (SMS rate will be same as transactional SMS)		2	E
6	Cost of converting English SMS text to 15 Regional language text SMS.		1	F
7	Cost of Implementation of the Regional Language SMS sending facility.		1	G
8	Cost for Long code		2	H
9	Cost for sending the transactional e-mails		2 Crores	I
10	Cost for sending the promotional e-mails		1 Crore	J
11	Cost of transactional Voice messages (Domestic)		70 lakh	K
12	Cost of transactional Voice messages (International)		30 lakh	L
13	Cost of promotional voice messages		5 Crore	M
14	Any other charges not mentioned above (Bidder has to mention individual item description and quote prices against it)		Mention units	N
Total Cost of Ownership (TCO) = A+B+C+D+E+F+G+I+K+L+N				

Please Note: -

- ❖ Bank may place the order for optional items depending upon cost involved and the requirement of the bank for particular services.
- ❖ The items H, J & M are optional

- ❖ The bidder who quotes the least TCO will be treated as L1 Bidder.
- ❖ Repeat order may be placed for item number F & H.

Place.

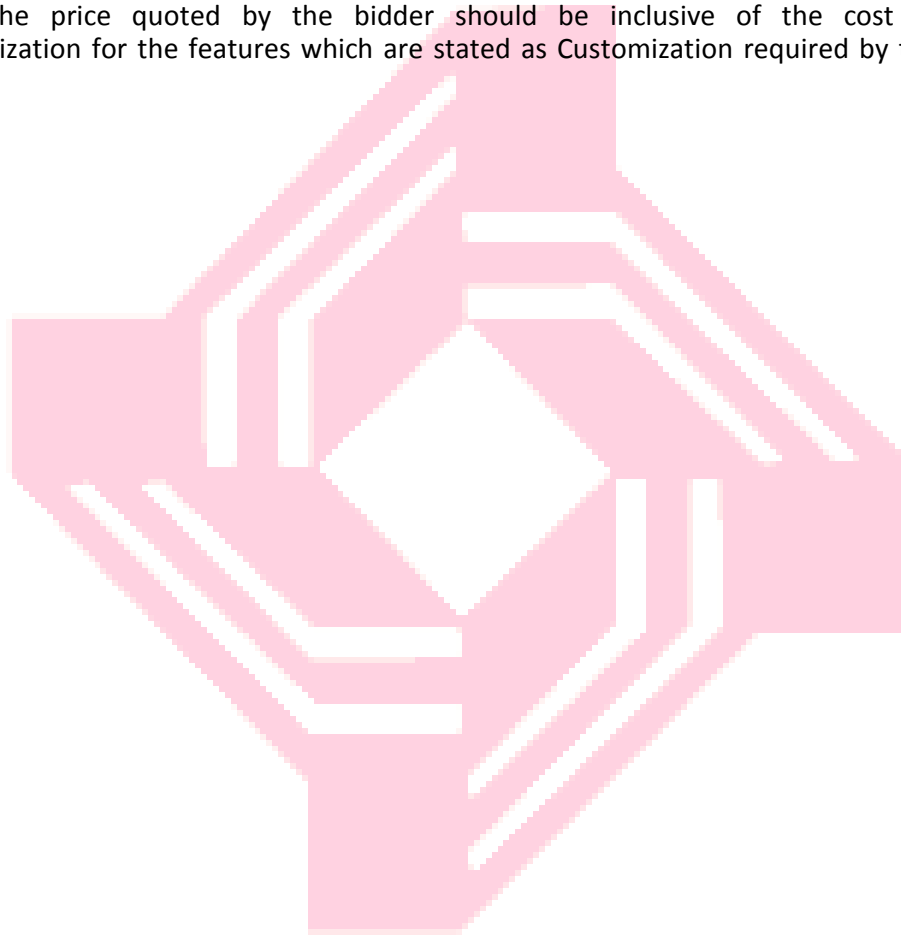
AUTHORISED SIGNATORY

Date.

Name and Designation:

Notes

1. Bidders to strictly quote in the format and for periods as mentioned above.
2. No counter condition/assumption in response to commercial bid will be accepted. Bank reserves the right to reject such bid
3. The price quoted by the bidder should be inclusive of the cost of customization for the features which are stated as Customization required by the bidder.



Annexure-VI

FORMAT FOR PERFORMANCE BANK GUARANTEE

TO,
CENTRAL BANK OF INDIA
MUMBAI

In consideration of M/s Central Bank of India having Registered Office at Chandermukhi Building, Nariman Point, Mumbai 400 021 (hereinafter referred to as "Purchaser") having agreed to purchase "Procurement of SMS, email and voice alerts and campaign Services for Central Bank of India and its' sponsored RRB's" (hereinafter referred to as "Goods") from M/s ----- (hereinafter referred to as "Contractor") on the terms and conditions contained in their agreement/purchase order No----- dt.----- (hereinafter referred to as the "Contract") subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the "Procurement of SMS, email and voice alerts and campaign Services for Central Bank of India and its' sponsored RRB's", as per the terms and conditions of the said contract, to be supplied by the contractor and also guaranteeing the maintenance, by the contractor, of the "Procurement of SMS, email and voice alerts and campaign Services for Central Bank of India and its' sponsored RRB's Solution" as per the terms and conditions of the said contract;

1) We, ----- (Bank) (hereinafter called "the Bank"), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time upto ----- any money or moneys not exceeding a total sum of Rs----- (Rupees----- only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of failure of "Integration & Implementation of SMS Alerts Solution" to perform as per the said contract, and also failure of the contractor to maintain the "Integration & Implementation of SMS e-mail & Voice Alerts Solution" and systems as per the terms and conditions of the said contract.

2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether "Procurement of SMS, email and voice alerts and campaign Services for Central Bank of India and its' sponsored RRB's" has failed to perform as per the said contract, and also as to whether the contractor has failed to maintain the "Procurement of SMS, email and voice alerts and campaign Services for Central Bank of India and its' sponsored RRB's" and systems as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3) This Guarantee shall expire on -----; without prejudice to the purchaser's claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e. ----- (this date should be date of expiry of Guarantee).

4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

5) In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

6) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.

7) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

8) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un-cancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax or registered post to our local address as mentioned in this guarantee.

10) Notwithstanding anything contained herein:-

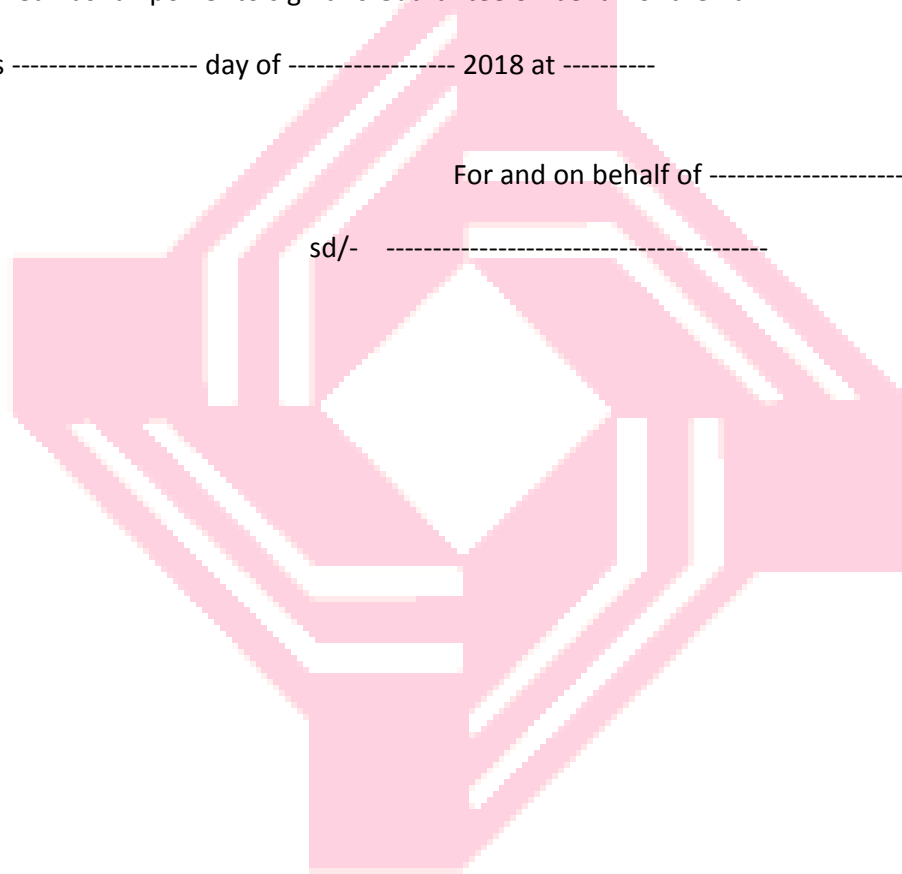
- i) Our liability under this Bank Guarantee shall not exceed Rs------(Rupees-----
-only);
- ii) This Bank Guarantee shall be valid up to -----; and
- iii) We are liable to pay the Guaranteed amount or any part thereof under this
Bank Guarantee only and only if you serve upon us a written claim or demand
on or before -----(date of expiry of Guarantee).

11) The Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Date this ----- day of ----- 2018 at -----

For and on behalf of ----- Bank.

sd/- -----



Annexure-VII

Guidelines, Terms & Conditions and Process Flow for Reverse Auction

Business Rules for Reverse Auction

1. Any Bidder, whose technical bid has not been found acceptable, will be entitled to take back the unopened envelope containing indicative price. For the purpose of arriving at Start Bid price the Bank will take into cognizance the indicative rates offered by the Technically Qualified Bidders in which process the Bidder will not be involved. There would however be no compulsion on the part of the Bank to accept the indicative prices as Bench Mark for determining the Start Bid price and the Bank may at its discretion use any other process / methodology to determine the Start Bid Price without having to disclose the basis to the Bidders.
2. A reverse auction event will be carried out by an agency appointed by the Bank, among the Technically Qualified Bidders, for providing opportunities to the Bidders to bid dynamically. At the end of reverse auction process, the lowest bidder (L1) in reverse auction process will be identified.
3. In case the lowest bidder fails to honour their commitment given during reverse auction event, action as deemed fit shall be taken.

Reverse Auction Event Information

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

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

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

Terms & Conditions of Reverse Auction

1. **TRAINING:** An agency appointed by the Bank will conduct adequate training to the technically qualified Bidders on the bidding process. The Bidder has to participate in the training at their own cost.
2. **LOG IN NAME & PASSWORD:** Each technically qualified Bidder will be assigned a Unique User Name & Password by the agency appointed by the Bank. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the agency appointed by the Bank. All bids made from the Login ID given to the Bidder will be deemed to have been made by the Bidder.
3. **BIDS PLACED BY BIDDER:** The bid of the Bidder will be taken to be an offer to sell. Bids once made by the Bidder cannot be cancelled. The Bidder is bound to sell the material as mentioned above at the price that they bid.
4. **LOWEST BID OF BIDDER:** In case the Bidder submits more than one bid, the lowest bid will be considered as the Bidder's final offer to sell.
5. **AUCTION TYPE:** The Bidders will not be able to view the rank of different Bidders. The Bidder will be able to view the current lowest price on the portal.
6. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields:
 - Leading Bid in the Auction

- Bid placed by You
- Auction Opening price and bid decremental value
- Your rank in the auction

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

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

9. OTHER TERMS & CONDITIONS:

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

Auction Format	ENGLISH REVERSE NO TIES AUCTION There is only 1 Bidder at a particular position / rank, which means 1 L1, 1 L2 & so on. The criteria followed here is of Price only. So, the Bidder who quotes the lowest Price is declared as the winner of the Auction. A Bidder here can revise his bids. The revised price should be lower than the L1 price at that point of time.
Bidding Process and Timeline	You should complete the following steps: Participate in the training Program for bidding by the agency appointed by the Bank on the dates mentioned in this

	document. You should be prepared with competitive price quotes on the day of the bidding event. Participate in the online bidding event.
Start bid price	Start bid price is the upper/ ceiling price of the contract value fixed by Central Bank of India for the reverse auction event. Bidders can bid only lower than the start bid price. Start bid price shall be available to the Bidders during the start of the auction on the auction site.
Bid Decrement	Bid Decrement is the fixed amount by which, or by multiples of which, the next bid value can be decreased. Bid Decrement shall be available to the Bidders during the start of the auction on the auction site.
Bid Price in reverse auction	Kindly mention the bid price basis i.e. the price quoted in the reverse Auction shall be lump sum exclusive of all taxes.
Auto Bids	Auto Bid function shall be disabled during the e- procurement auction
Auction Duration	The auction will be of half an hour duration. In case there is a bid by any Bidder within 5 minutes of closing of the auction, the auction will be extended by another 5 minutes. Such extension will be allowed to continue till no quote is placed within 5 minutes of the last quote or 30 minutes whichever is lower. In any event the auction process deems to have concluded by 60 minutes from the start of the auction. Auto-bid feature will be disabled from the start time of bidding. This feature will be explained during training.
Price Bid evaluation and award of purchase order	<i>At the end of reverse auction process, L1 of Reverse Auction will be identified.</i> Central Bank of India reserves the right to reject any or all the bids without assigning any reason whatsoever.

The above terms and conditions are acceptable to us.

Seal of the Bidder

Signature of the Bidder

(REVERSE AUCTION PROCESS)

To

Asst. General Manager -IT,
Central Bank of India, Central Office,
Sector 11, CBD Belapur,
Mumbai - 400614

Sub: Agreement to the Online Bidding Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the E-procurement Auction Annexure enclosed with the RFP document of Central Bank of India for _____

This letter is to confirm that:

The undersigned is authorized representative of the company.

We confirm that we have changed our password after first login.

We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in RFP of CBI and confirm our agreement to them.

We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.

We confirm that CBI and the agency India shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC etc. before or during the auction event.

We understand that in the event we are not able to access the auction site, we may authorize the agency to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either Central Bank of India or the agency appointed by The Bank regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.

I/we do understand that the agency may bid on behalf of other bidders as well in case of above-mentioned exigencies.

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –Sign this document and Fax it to the agency.

DECLARATION by the BIDDER

We hereby undertake and agree to abide by all the terms and conditions stipulated by The Bank in the RFP for _____

Seal of the Bidder

Signature of Bidder

(REVERSE AUCTION PROCESS)

LETTER OF INDEMNITY TO BE GIVEN IN THE COMPANY LETTER HEAD

To

Asst. General Manager (IT),
Central Bank of India, Central Office
Sector 11, CBD Belapur.
Navi Mumbai-400614

Sir,

We refer to our bid for your RFP No. Ref No. _____ dated _____
for _____.

We, _____
(Company) hereby undertake to indemnify central Bank of India and agree to protect and hold The Bank harmless against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademark, copyrights etc.

The Bank undertakes to: (i) give prompt notice to the Bidder concerning the existence of the indemnifiable event; (ii) grant authority to the Bidder to defend or settle any related action or claim; and, (iii) provide, at the Bidder's expense, such information, cooperation and assistance to the Bidder as may be reasonably necessary for the Bidder to defend or settle the claim or action. Bank's failure to give prompt notice shall not constitute a waiver of The Bank's right to indemnification and shall affect the Bidder's indemnification obligations only to the extent that the Bidder's rights are materially prejudiced by such failure or delay. Notwithstanding anything to the contrary set forth herein, (i) The Bank may participate, at its own expense, in any defense and settlement directly or through counsel of its choice, and (ii) the Bidder shall not enter into any settlement agreement on terms that would diminish the rights provided to The Bank or increase the obligations assumed by The Bank under this Agreement, without the prior written consent of The Bank. If the Bidder elects not to defend any claim, The Bank shall have the right to defend or settle the claim as it may deem appropriate, at the cost and expense of the Bidder, and shall be entitled to deduct from payments to the Bidder such costs and expenses as may be incurred by The Bank provided however should the amount payable to the Bidder be insufficient to recover the expenses incurred by The Bank, the Bidder shall promptly reimburse The Bank for all costs, expenses, settlement amounts and other damages.

In the event of any loss or damage on account of error in reconciliation, any reason whatsoever, Bidder shall liable to The Bank for each such event and in respect of each occasion at which such event occurs. If The Bank is in a position to recover a part of or the entire amount of loss suffered by The Bank from its insurance claims and provided that the Bidder has reimbursed The Bank of the entire loss, the amount recovered by The Bank from the insurer shall be refunded to the Bidder.

Bidder is also liable to bear any losses for failure on part of the bidder that bank or customer suffers owing to lapses in reconciliation or due to occurrence of any fraudulent transactions going unnoticed on account of reconciliation failure, security procedures or standards. The Bidder shall adequately compensate the bank for any loss occurred to the bank due to the any system/Procedure/Service lacuna of the outsourced agency.

Yours faithfully,

(Authorized signatory and company stamp)

Full name and Designation of authorized signatory
Date:



Annexure – VIII

Manufacturer's Authorization Form (MAF)

(To be filled for hardware(s) /system software/any other suits, whatsoever applicable separately)

No. _____ dated _____

TO

The DGM-IT

Department Of Information Technology

Central Bank of India

CBD BELAPUR, NAVI MUMBAI-400614

Dear Sir / Madam,

Tender Reference No CO:DIT:PUR:2017-18:254

We _____ who are established and reputed manufacturer _____ having organization at _____ and _____ do hereby authorize M/s _____ (Name and address of Partner /Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above tender.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the supply, installation, commissioning, services and support offered against this tender by the above firm.

Yours faithfully,

(Name)

for and on behalf of M/s _____ (Name of manufacturer/Developer)

Note: This letter of authority should be on the letterhead of the manufacturer(s) and should be signed by a competent person representing the manufacturer.

Annexure-IX

INTEGRITY PACT

Between

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

And

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1 – Commitments of the Principal

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

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

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

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

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

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

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

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

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

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

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the

“Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at (page nos. 6-7)

e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

Section 4 – Compensation for Damages

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

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the

Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

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

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

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

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

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

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

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

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

Section 8 – Independent External Monitor / Monitors

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

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

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

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

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

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

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

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

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

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

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

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

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

(For & On behalf of the Principal)
Bidder/ Contractor)
(Office Seal)
Place -----

(For & On behalf of
(Office Seal)

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)



Annexure-X

NON-DISCLOSURE AGREEMENT

This Agreement made at _____, on this ____ day of _____ 2018.

BETWEEN

_____ a company incorporated under the Companies Act, 1956 having its registered office at _____ (hereinafter referred to as "-----" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

AND

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

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

WHEREAS:

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

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

- 1. Confidential Information:** "Confidential Information" means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

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

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

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

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

- 3. Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.
- 4. Term:** This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

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

5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
6. **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.
7. **Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.
8. **Entire Agreement, Amendment, Assignment:** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
9. **Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.
10. **General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such

Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

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

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

For and on behalf of

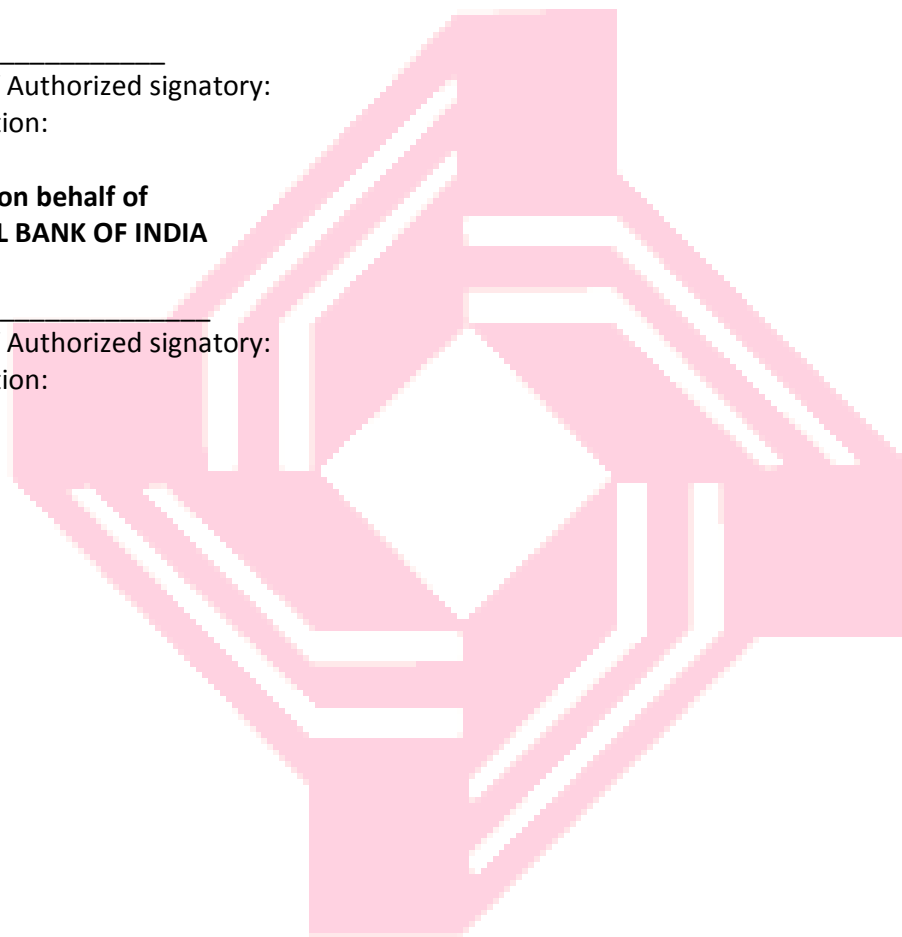
Name of Authorized signatory:

Designation:

**For and on behalf of
CENTRAL BANK OF INDIA**

Name of Authorized signatory:

Designation:



Annexure-XI

Format for Bid Security (EMD)

To,
Central Bank of India,
DIT, 1st Floor,
CBD Belapur,
Navi Mumbai -400 614

Dear Sir,

In response to your invitation to respond to your RFP for _____, M/s _____ having their registered office at _____ (hereinafter called the Bidder") wishes to respond to the said Request for Proposal (RFP) and submit the proposal for Implementation of _____ and to provide related services as listed in the RFP document.

Whereas the „Bidder“ has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of **Rs XX.00 lacs (Rupees XXX Lacs Only)** as bid security as required to be submitted by the, Bidder“ as a condition for participation in the said process of RFP.

The Bid security for which this guarantee is given is liable to be enforced/ invoked:

1. If the Bidder withdraws his proposal during the period of the proposal validity; or
2. If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently. We undertake to pay immediately on demand to Central Bank of India the said amount of Rupees Five Lacs without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by Central Bank of India which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed **Rs XX.00 lacs (Rupees XX Lacs Only)**.
2. This Bank guarantee will be valid upto _____; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before _____.

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this _____ day of _____ at .

Yours faithfully,

For and on behalf of _____

Bank Authorised Official

