

Central Bank of India

Request for Proposal for Supply, Commissioning,

Installation, Testing, Integration, Configuration and Maintenance/Support

of

Digital Vault for Aadhaar storage solutions (Aadhaar Vault) for storing of Aadhaar Numbers/

and any connected Aadhaar data on separate secure database/vault/system

for Central Bank of India and its sponsored Regional Rural Banks.

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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 implementation of **“Supply, Commissioning, Installation, Testing, Configuration And Maintenance of Digital Vault also referred as Aadhaar Vault for Aadhaar storage solutions for storing of Aadhaar Numbers and any connected Aadhaar data on separate secure database/vault/system for Central Bank of India and its sponsored 3 Regional Rural Banks”**. The Tender document can be downloaded from Bank’s website / sent through e-mail to the limited bidders. Bid related details are given below:

<u>Tender Reference number</u>	CO:DIT:PUR:2018-19:261
<u>Price of Tender Copy</u>	<u>3,500/-</u>
<u>Date of commencement of sale of tender document</u>	<u>06/08/2018</u>
<u>Last Date of sale of tender document</u>	<u>05/09/2018</u>
<u>Queries to be mailed by</u>	<u>14/08/2018</u>
<u>Pre-Bid meeting with Bidders</u>	<u>20/08/2018 at 16.00 hours</u>
<u>Last Date and Time for receipts of tender offers</u>	<u>05/09/2018 up to 15.00 hours</u>
<u>Time and Date of Opening of technical bids</u>	<u>05/09/2018 at 16.00 hours</u>
<u>Place of Opening tender offers</u>	Assistant General Manager- IT ,Central Bank of India, First Floor,Dept of Information Technology, Plot No.26, Sector 11, CBD Belapur, Navi Mumbai – 400 614
<u>Address of Communication</u>	<u>As above</u>
<u>Earnest Money Deposit</u>	<u>20,00,000/- *</u>
<u>Contact Telephone Numbers</u>	Phone : 022 - 67123664 <u>022 – 67123556</u>
<u>Email ID</u>	agmitrc@centralbank.co.in cmitfi@centralbank.co.in , cmitrrb@centralbank.co.in smitfi@centralbank.co.in smrrbit@centralbank.co.in
<u>Website</u>	http://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 Rs.3,500/- to be paid in the form of Demand Draft issued by a Scheduled Commercial Bank in favor of "Central Bank of India" payable at Mumbai and the DD should be submitted prior to the pre bid meeting.

Bank reserves the right to make changes in the RFP document with respect to clauses, dates and timelines mentioned in this RFP which will be communicated by placing the same as corrigendum on Bank's web-site.

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.20,00,000/- (Rs. Twenty lakh only) must accompany all tender offers (as specified in this tender document). EMD should be submitted along with the "Technical Offer". Only one bid per bidder is permitted.

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.

**Assistant General Manager-DIT
Central Bank of India**

2. INTRODUCTION

Central Bank of India is one of the leading nationalized Banks of the country and has a national presence through a widespread network of more than 4800 branches and offices spread across the length and breadth of the country. All the bank branches are under Centralized banking Solution. It also has a wide network of more than 5200 ATM(s) spread across the country. Bank has completed 106 years of its service to the Nation and its millions of satisfied customers with technology oriented bouquet of user friendly services and in the field of IT we are known for providing new innovative and customer friendly services.

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

Bank has implemented Core banking Solution B@ns24 in all its 4800 plus branches, where the solution has been procured from Tata Consultancy Services Limited. In addition to this, various other

systems/platforms are available for applications like Payment Systems, Treasury Operations, SDR, Financial Inclusion, HRMS etc.

Central Bank of India, hereinafter referred to as the Bank, is in process of procuring a solution for Supply, Commissioning, Installation, Integration Testing, Configuration and Maintenance/Support of Digital Vault also referred as Aadhaar Vault for Aadhaar storage solutions for storing of Aadhaar Numbers and any connected Aadhaar data/Customer Related data on separate secure database/vault/system for Central Bank of India and its sponsored three Regional Rural Banks. According to the Notification and subsequent circulars by UIDAI, It is mandatory for all the AUAs, KUAs

and Sub AUA and other entities that are collecting and storing the Aadhaar number for specific purposes, shall have to start using reference keys mapped to Aadhaar numbers through tokenization in all systems. All these above entities are mandatorily required to store the Aadhaar numbers and any connected Aadhaar data on a separate secure database/vault/system which shall be termed as Aadhaar Data Vault.

Accordingly eligible vendors are invited to provide their solution by participating in the RFP process. The solution is expected to be complete with Software, Hardware and Service.

3. Eligibility Criteria:

Only those Bidders who fulfill the following criteria are eligible to respond to the RFP. Offers received from the bidders who do not fulfill all or any of the following eligibility criteria are liable to be rejected

<u>S.No</u>	<u>Pre-Qualification Criteria</u>	<u>Compliance (Yes/No)</u>	<u>Detail of proof Attached</u>
<u>1</u>	<u>The company should be registered with Registrar of companies/firms in India.</u>		<u>Certification of Incorporation</u>
<u>2</u>	<u>The bidder should be either Original Equipment Manufacturer (OEM)/Developer of Branded Digital Vault / Aadhaar Vault or one of their authorized representatives in India. In case of authorized representative, a letter of authorization to this effect from OEM must be furnished. The authorization letter should mention that if authorized representative fails to meet the obligation for items supplied and / or to be supplied under this tender, then OEM would be responsible for all obligations for their items.</u> <u>The Original Equipment Manufacturer (OEM) should have ISO 9000 / ISO 9001/ ISO 27001 or equivalent certification for Design & manufacturing of equipments.</u>		<u>Copy of relevant certificate / testimony</u>
<u>3</u>	<u>The bidder should have executed orders for implementation of HSM based Solution to any Banks / Insurance Company / Government Organizations / Financial Institutions in India. OR OEM should have implemented HSM based solution (through partner or directly) to any Banks / Insurance Company / Government Organizations / Financial Institutions in India</u>		<u>Relevant supporting documents such as customer credentials/ Purchase Order along with proof of order execution</u>
<u>4</u>	<u>The minimum turnover of the bidder should be Rs.50 Crore in the last 2 accounting year. This must be the individual Company's turnover and</u>		<u>Copy of the audited</u>

	<u>not that of any group of Companies.</u>		<u>Balance sheet</u>
5	<u>The Bidder should be a profitable company or have a positive net worth in at least two years during last 3 financial years. (2015-16, 2016-2017, 2017-18)</u>		<u>Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant</u>
6	<u>Bidders to quote for Digital Vault/Aadhaar Vault of only one OEM.</u>		<u>Self-Declaration / An undertaking to this effect is to be submitted</u>
7	<u>Bidders, who have not satisfactorily completed any of the earlier contracts with the Bank and/or who have been debarred by the Bank from participating in future tenders, will not be eligible for this tender. Bidder to submit an undertaking in this regard.</u>		<u>Self-Declaration / An undertaking to this effect is to be submitted</u>
8	<u>The bidder/OEM should be having/ establish support offices/ Support Centers/ Support Locations with necessary support infrastructure for maintenance of Digital Vault / Aadhaar Vault at bank's Head Office, Mumbai and also at our Hyderabad office.</u> <u>Service Centre details with Postal Address, Contact Person and Phone/Mobile Numbers</u>		<u>Copy of relevant details</u>
9	<u>The Bidder should not have been Blacklisted/Barred/Disqualified by any bank/regulator/statutory body in India</u>		<u>Self-Declaration / An undertaking to this effect is to be submitted by the bidder.</u>
10	<u>Proposed Digital Vault should adhere strictly to UIDAI guidelines/circulars, so that the entire proposed process flow/ operations of the Digital Vault / Aadhar Vault set up in live environment adheres to UIDAI/NPCI Regulatory guidelines.</u>		<u>Self-Declaration / An undertaking to this effect is to be submitted by the bidder.</u>
11	<u>The Bidder should submit Integrity Pact on Rs 500/- Stamp paper</u>		
12	<u>No Bidder should have a Non-Performing Account (NPA) with any bank. Bidder to submit an undertaking in this regard.</u>		<u>Self-Declaration / An</u>

			undertaking to this effect is to be submitted
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- Bank may visit any earlier installation by the Bidder for a field deployment evaluation if required. The expenses for such visit by bank officials have to be borne by bidder.
- Only one bid per bidder is permitted.

Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail to rejection of the offer summarily. **Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made in the same sequence.** Central Bank of India reserves the right to verify /evaluate the claims made by the bidder independently. Any decision of Central Bank of India in this regard shall be final, conclusive and binding upon the bidder. If the RFP Bid along with requisite documents is not possible to put in Drop Box then same should be handed over to following two officers.

Mr.Madhusudan Rao SM IT
Mr.Rajeev MGR IT

4. Broad Scope of Work

To provide complete solution for Supply, Commissioning, Installation, Testing, Configuration, Integration and Maintenance of Digital Vault also referred as Aadhaar Vault for Aadhaar storage solutions for storing of Aadhaar Numbers and any connected Aadhaar data on separate secure database/vault/system for Central Bank of India and its sponsored 3 Regional Rural Banks.

1. Aadhaar number has been identified as "Identity Information" under the Aadhaar Act 2016 and can uniquely identify residents in India. Since Aadhaar number is a lifetime identity for Indians and shall be used to avail various services including services involving financial transactions, unauthorized access to Aadhaar number may be misused in many ways.

2. Objective of Aadhaar Data Vault is to reduce the footprint of Aadhaar numbers within the systems/environment of the organization by storing in centralized secured database. Hence, reducing the risk of unauthorized access of Aadhaar numbers.

3. Each Aadhaar number is to be referred by an additional key called as Reference key, which is to be generated through the proposed solution which cannot be reversed traceable. Mapping of the reference key and Aadhaar number is to be maintained in the Aadhaar Data Vault. The reference key generated for the Aadhaar number is to be used in the CBS and other sub systems of the Bank. Aadhaar number stored should not be accessible to the users as only the reference key would be used in lieu of Aadhaar number. As per UIDAI guidelines, UID token id should be placed in Aadhaar vault.

4. Aadhaar Data Vault is a centralized storage for all the Aadhaar numbers collected by AUA's (Authentication User Agency) /KUAs (KYC User Agency) for specific purposes under Aadhaar Act and Regulations, 2016. It is a secure system inside the respective company's infrastructure accessible only on need to know basis.

5. The Bidder is required to Supply required Hardware and Software (OS/Application/Database) with redundancy, HSMs with required licenses, FM support, install & deploy the solution at the Bank's Datacenter and Disaster Recovery Center, integrate /coordinate / support for consumption of APIs of the proposed solution with CBS and other ancillary banking applications as per Bank's requirement. **Bank may also provide Hardware, Database and HSM after completing RFP process so bidder should take care during submission of Bid.** If bank provides above items, cost of the respective items will be deducted and those items will be excluded from TCO. Bidder may take careful note of the above.

6. The reporting and logging system of the Aadhaar Data Vault shall integrate seamlessly with existing SIEM Solution. As required by Bank the Bidder shall provide all the required information and data for integrating with SIEM.

7. The bidder is required to maintain the RTO and RPO as per the Bank's Business Continuity Policy.

8. The Bidder should setup the UAT environment for testing of the solution before implementation of the solution in the production environment. The UAT setup shall be used for the customization of any changes before movement in production. The setup would be kept available at all times during the contract period.

9. The Hardware / OS required for installation of Bidder's proposed software and database should be provided by the Bidder. The encryption hardware i.e. HSM should be provided by the bidder. However, the bidder will have to configure and maintain the Database and Software provided by the bidder during the contract period. The bidder should ensure the availability of spare parts during contract period. The bidder has to submit the infrastructure requirement for the implementation of Aadhaar Data Vault Solution to the Bank. ***Bank is having EULA arrangement for Oracle. Accordingly if the database proposed by the vendor is Oracle, no cost is to be mentioned. However, the license requirement should be clearly mentioned separately in the technical offer/document. Bidder has to configure and***

maintain database during contract period. Oracle licenses will be provided by Bank, however implementation will be done by bidder.

If the proposed database is other than Oracle, the cost (original cost as well as ATS as mentioned above) should be mentioned and will be included in TCO.

Bank may also provide Hardware, Database and HSM after completing RFP process so bidder should take care during submission of Bid.

10. The Bidder should comply with UIDAI, DFS and ASA/KSA guidelines specified by UIDAI/NPCI for the proposed solution.

11. The Aadhaar Data Vault platform offered by the bidder should be for Central Bank of India and 3 sponsored RRBs. As Govt of India is in process of consolidation of RRBs as such provide separate cost for CBI and RRBs wise cost.

12. Aadhaar Data Vault solution should support the features and functionalities as mentioned in the – Functional Specification.

15. Training should be imparted to the Bank technical team regarding the use of proposed solution.

A brief overview of the requirement is outlined as below and it is mandatory for the bidder to submit its response for implementing the Aadhaar Data Vault solution at Central Bank of India and sponsored 3 RRBs. The proposed solution should be capable of handling other customer identifiable information.

1. Aadhaar number has been identified as "Identity Information" under the Aadhaar Act 2016 and can uniquely identify residents in India. Since Aadhaar number is a lifetime identity for Indians and shall be used to avail various services including services involving financial transactions, unauthorized access to Aadhaar number may be misused in many ways.
2. Objective of Aadhaar Data Vault is to reduce the footprint of Aadhaar numbers within the systems/environment of the organization by storing in centralized secured database. Hence, reducing the risk of unauthorized access of Aadhaar numbers.
3. Each Aadhaar number is to be referred by an additional key called as Reference key. Mapping of the reference key and Aadhaar number is to be maintained in the Aadhaar Data Vault. The reference key generated for the Aadhaar number is to be used in the CBS and other sub systems of the Bank. Aadhaar number stored should not be accessible to the users as only the reference key would be used in lieu of Aadhaar number.
4. Aadhaar Data Vault is a centralized storage for all the Aadhaar numbers collected by AUA's (Authentication User Agency) /KUAs (KYC User Agency) for specific purposes under Aadhaar

Act and Regulations, 2016. It is a separate secure system inside the respective banks infrastructure accessible through secured interfaces and only on need to know basis.

5. The Bidder is required to Supply required Hardware and Software (OS/Application) with required licenses, install & deploy the solution at the Bank's Datacenter and DR, integrate /coordinate / support for consumption of APIs of the proposed solution with CBS and other ancillary banking applications as per Bank's requirement. **Bank may also provide Hardware, Database and HSM after completing RFP process so bidder should take care during submission of Bid.**
6. The reporting and logging system of the Aadhaar Data Vault should be provided as part of solution shall integrate seamlessly with existing SIEM Solution. As required by Bank the Bidder shall provide all the required information and data for integrating with SIEM.
7. The bidder is required to maintain the RTO and RPO as per the Bank's Business Continuity Policy. Currently the RTO for this solution is 120 minutes and RPO is 5 minutes.
8. The Bidder should setup the UAT environment for testing of the solution before implementation of the solution in the production environment. The UAT setup shall be used for the customization of any changes before movement in production. The setup would be kept available at all times during the contract period. Bidder should support for all such testing and coordinate with the different stakeholders for its end to end and successful testing.
9. The Hardware / OS required for installation of Bidder's proposed software and database shall be provided by the Bidder. However Bidder shall provide the Server/OS/Database details separately which shall be as part of TCO. Bank may consider Server/OS/Database cost separately as per the Bank requirement or may not consider the same without informing to the vendor. The encryption hardware i.e. HSM should be provided by the bidder. HSM should have capability of Key rotation and handle the scalability for High availability. The Bank would provide the database license for deployment of Aadhaar Data Vault database. However, the bidder will have to configure and maintain the Database and Software provided by the bidder during the contract period. The bidder has to submit the infrastructure requirement for the implementation of Aadhaar Data Vault Solution to the Bank.

Bank is having EULA arrangement for Oracle. Accordingly if the database proposed by the vendor is Oracle, no cost is to be mentioned. However, the license requirement should be clearly mentioned separately in the technical offer/document. Bidder has to configure and maintain database during contract period.

If the proposed database is other than Oracle, the cost (original cost as well as ATS as mentioned above) should be mentioned and will be included in TCO.

Bank may also provide Hardware, Database and HSM after completing RFP process so bidder should take care during submission of Bid.

10. The Bidder should comply with UIDAI and ASA/KSA guidelines specified by UIDAI/NPCI for the proposed solution.
11. UID Token , encrypted Ekyc-XML data ,hashed UID,and any relevant demographic data and/or photo of the Aadhaar Number should be stored in the Aadhaar Data vault. Bank as per requirement shall consider customer related data like PAN, Mobile Number, Card etc which has to be implemented/supported by the solution.
12. Only trusted communications must be permitted in and out of the vault. This should be done via secured API/Micro-service dedicated to get the mapping and controlling access to the API/Micro-service at application level. Any authorized users needing to access this mapping must go via applications allowing them to view/access this data with appropriate user authentication,controls and logging. (user access for proposed system should be compatible with the PIM solution implemented in the Bank)
13. The Aadhaar Data Vault must implement strong access controls, authentication measures, monitoring and logging of access and raising necessary alerts for unusual and/or unauthorized attempts to access as well as it should be auditable.
14. The Aadhaar Data Vault should support mechanisms for secure deletion/ updation of Aadhaar number and corresponding data if any as required by the data retention policy of the entities
15. Bidder should adhere all the guidelines, Regulations, Circulars, FAQ etc by UIDAI or any other regulator within time lines.
16. Bidder should support for audit of Aadhaar Data vault systems,API,interfaces,logs etc and should comply auditor observations.
17. Bidder should strictly adhere IT security policy,patch management policy,upgrade systems,backup policy , restoration testing etc revised by Bank policy and industry best security practices.
18. The Bidder shall provide and maintain requisite skilled resources for 24 X 7 Facility Management support. The resources should be deployed for supporting the solution in three shifts (8 hours each). The deployment of the resources should be done as per the FM Scope mentioned in point 2.8.
19. The bidder would be required to carry out the customization to the Solution deployed for the Bank as per the regulatory(UIDAI/NPCI/PFRDA/IBA/DFS) guidelines, directives, additional requirements, etc. ., The cost towards Customization related to regulatory requirement will not be borne by Bank. This customization will happen as per the change management process mutually agreed between Bank and the bidder. The charges would be payable based on the efforts estimated for the required changes. Bidder is required to quote per man day rate as a part of the TCO. Utilization of the man days is optional for the Bank and will be utilized over

the period of contract, The customization charges would be payable as per the actual man days utilized.

Utilization of the man days (500 man days, mentioned in the TCO) is optional for the Bank and will be utilized over the period of contract, The customization charges would be payable as per the actual man days utilized. In case the 500 man days are utilized before the contract period, additional man days would be calculated on the same commercials submitted for the man days cost. The customization charges would be payable as per the actual man days utilized.

20. The Bidder should comply with UIDAI and ASA/KSA guidelines specified by UIDAI/NPCI for the proposed solution.

21. If the vendor of any interfaces is changed/replaced then Bidder should support its integration/testing/coordination without any cost to the Bank.

The Aadhaar Data Vault platform offered by the bidder should be for Central Bank of India and 3 sponsored RRBs. As Govt of India is in process of consolidation of RRBs as such provide RRBs wise cost.

Training should be imparted to the Bank technical team regarding the use of developed solution at bank's location

High availability, redundancy, load balancing, replication of application and database between DC and DR, Backup solution, Tape library.

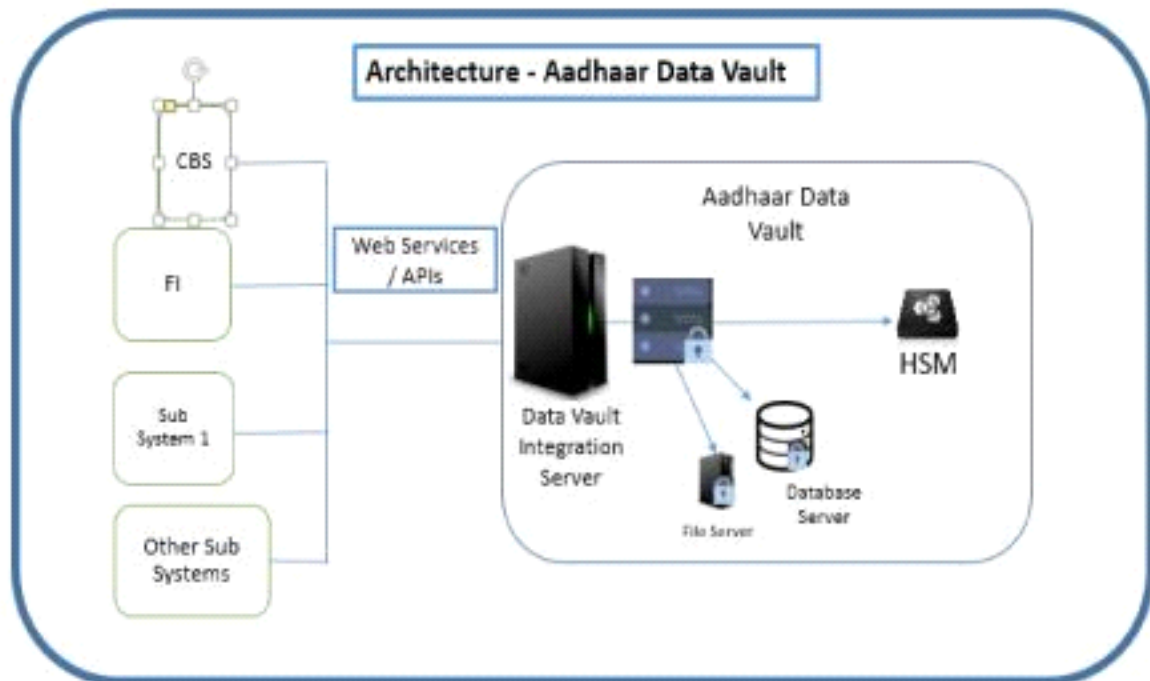
There will be no web-session allowed from Bank site (DC , DR) to bidder/OEM for any issue related to H/w ,OS, Application etc.

The proposed H/W , OS, application should not be declared EOS/EOL within Seven years of issuance of PO.

Sizing of proposed solution in accordance with Banks SLA policy for utilization of CPU, memory, Disk space and other vital parameters .

Entire Migration process of Aadhaar No as per UIDAI/NPCI guidelines should be completed within the given timelines.

The following is the proposed Architecture of the Aadhaar Data Vault.



- **FM Scope**

Bidder is required to provide skilled resources in three shifts for the FM Support. The L1 resources would be required in each shift at the Bank's Data Center. The Team lead (having requisite experience) would be required for monitoring the overall operations of Aadhaar Data Vault in General shift.

The brief scope for the FM resources is as under:

- Responsible for maintaining the System and Application uptime of the Aadhaar Data Vault Solution as specified by the Bank
- Should have knowledge of Database and related Operations required for maintaining the uptime of the solution.
- Co-ordinate with Bank's IT Team or teams identified by the Bank, Field staff and for resolving the infrastructure related issues of Aadhaar Data Vault Solution.
- Performing the Backup/restoration related activities pertaining to the Aadhaar Data Vault Solution.
- User Management /Maintenance of Aadhaar Data Vault Solution.
- Maintenance of Key Management in Aadhaar Data Vault Solution.
- Follow the Incident reporting system of the Bank and updating the same.

- Log ticket with helpdesk for support related issues through any of the following mode: Telephonic, Email, Ticking Tool
- Maintain log of all down calls for MIS purpose
- Provide daily, weekly, monthly, quarterly reports to Bank in formats finalized during operations.
- Prepare necessary documentation for Aadhaar Data Vault Solution.
- Work as per Standard Operating Processes defined by the Bank
- The resource should be well acquainted with processes followed by bidder for various activities related to services offered to Bank.

Bidder is required to provide Team Lead for managing overall operations of Aadhaar Data Vault and FM resources deployed at the Bank's DC.

The brief scope for the Team Lead is as under:

- Manage and monitor work of L1 resource team to achieve higher uptime of Solution
- Design/Develop SOPs for the team members.
- Providing various levels of management reports to the Bank and Implementing Escalation Matrix in order to handle facility management efficiently.
- Should have knowledge of Database and related Operations required for maintaining the uptime of the solution.
- Support during Integration of the Bank's subsystems with the Aadhaar Data Vault Solution.
- Escalate issues internally or to bidders team for quick resolution of issues.
- Extend necessary support for special activities like Quarterly Disaster Recovery Drills, Information Security Audits / DFS / Regulatory requirements or any other activities pertaining to RFP scope of work.
- Follow and implement change management process as per Banks guidelines/policies.

The non-availability of resource for any of the support resources, should be compensated with a resource having similar skill set for the period of non availability. The penalty for non-availability of the resource would be applicable as mentioned in point 26 - Penalty Facility Management.

The Bank reserves the right to interview the resources that would be deployed at the Bank DC Location for Facility Management Support.

Selected Bidder will be responsible for managing the actions and activities of its personnel involved in the project and will be accountable for all the personnel deployed/engaged in the project. Any increase/decrease of resource will have to be mutually agreed. Bidder has to provide clear role definition matrix and CV of the people being deployed onsite. Bidder will make sure that the personnel being deployed is suitably qualified in the respective skills for which he/she is assigned respective area of work. Bank will have the right to evaluate and interview the resources deployed and reject any resource if found not capable or not meeting Bank's expectation. In case of skillset issue, bank would provide necessary feedback to bidder for necessary corrective action.

Bidder will use all reasonable endeavors to replace such individual promptly by another sufficiently skilled, qualified, and experienced person at its own cost within 7 days prior to the release of the earlier resource. Bidder will in the discharge of its obligations use all reasonable endeavors to minimize changes in personnel.

In order to monitor the payment outflows of all resources. Bidder will have to submit a monthly register on all resources to the bank. The resource deployment will be mutually planned. Monthly calculation of FM resources deployed will be done considering working days. Resources should be factored for working days, holidays also. It is obligatory on the part of Bidder as per its policy to conduct the background verification of any resource deployed by them for the execution of the project in the Bank's premises, including resources of their partners & subcontractors. Bidder has to make necessary arrangement for resource if existing resources goes on leave without any extra cost to the Bank.

Bidder has to factor support resources for each RRB separately.

Bidder has to factor resources considering support for 24*7*365 days .

Per man days cost should be factored for FPA.

5. 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.

- **SUBMISSION OF OFFER –TWO BID SYSTEM**

Separate sealed envelopes containing Technical Proposal (Technical Bid), Commercial Proposal (Commercial Bid) and EMD & document cost should be submitted. All envelopes should be enclosed in sealed envelope. These envelopes should be clearly super scribed as **“Technical Bid – Request for Proposal for Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Digital Vault also referred as Aadhaar Vault for Aadhaar storage solutions for storing of Aadhaar Numbers**

and any connected Aadhaar data on separate secure database/vault/system for Central Bank of India and its sponsored 3 Regional Rural Banks.”

and

“Commercial Bid – Request for Proposal for Supply, Commissioning, Installation, Testing, Configuration and Maintenance of Digital Vault also referred as Aadhaar Vault for Aadhaar storage solutions for storing of Aadhaar Numbers and any connected Aadhaar data on separate secure database/vault/system for Central Bank of India and its sponsored 3 Regional Rural Banks”

And EMD and document cost (if not participated in pre bid) respectively and should be addressed to and submitted at : -

**Asstt General Manager - DIT,
Central Bank of India,
1st Floor, Dept. of Information Technology,
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.

5.2 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.

A soft copy of the technical bid should be provided on a CD.

5.3 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.

ENVELOPE-III (EMD & document cost): (1 Copy)

All three sealed envelopes should be kept in one large envelope and same should be sealed and super-scribed with the tender reference before submitting the same.

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 all technical, commercial and EMD 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.

Reverse Auction of Financial Bids

The Successful Bidder (L1) in the Reverse Auction may be called for negotiations subject to Bank discretion.

5.4 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.

5.5 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.

5.6 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 page-3. The bidder's representatives who are present shall sign the register evidencing their presence / attendance.

5.7 FORMAT FOR TECHNICAL OFFER/TECHNICAL BID

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

- Index
- Covering letter (Annexure – I)
- Eligibility criteria and its supporting documents.
- Technical Offer/Technical bid with Specifications (Annexure –V)
- An undertaking to deliver customisation items to bank within the stipulated time period is to be provided by the vendor.
- General Details of the bidder (Annexure –VI)
- Commercial Bid (Annexure – IV) {without prices}
- Performance Bank Guarantee (Annexure – VII)
- List of document to be submitted (Annexure – XII)
- MOF (Annexure –VIII)
- Letter for Authorized representative.
- Letter for acceptance and compliance of all the Terms and Conditions of RFP.(Annexure-X)
- Valid Demand Draft /Banker's cheque/ Bank Guarantee as EMD.
- Valid Demand Draft / Banker's cheque as Bid price, if not submitted at the time of Pre-bid meeting.
- Bidder's Financial Details (audited balance sheets etc.) and other supporting documents, as asked in the RFP.
- Integrality pact (Annexure-XI) – On Rs 500/- stamp paper
- Bidder has to provide Undertaking in writing for assurance from application providers / OEMs that application is free from embedded malicious / fraudulent code
- NDA (Annexure-IX)
- Conformity letter (Annexure-X)
- Bid Security Form (Annexure-III)
- Query format (Annexure-II)
- E-procurement process (Annexure – XIII)

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

5.8 FORMAT FOR COMMERCIAL OFFER

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

Note: The Bank will pay the tax/GST ruling at the time of actual delivery of material / Service and the resultant billing.

• Costs & Currency

The offer must be made in Indian Rupees only and price quoted must include the following cost components.

- Cost of the Aadhaar Data Vault Solution along with the relevant equipment.
- Installation and commissioning charges, if any,
- Minimum of three-year comprehensive on-site warranty, ATS / AMC charges for the Aadhaar Data Vault Solution and FM services. This period will start from the date of acceptance of the installations by Central Bank of India and 3 sponsored RRBs.
- Transportation and Forwarding charges to the site.
- In addition to transit insurance normal electronic equipment insurance should be available up to installation/acceptance. A copy of the transit insurance should be submitted before shipment of goods.

TCO will be including all the taxes, levies and excluding GST. GST will be paid at actuals.

5.9. 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.

5.10. 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.

5.11. 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.

5.12 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.

5.13 Date of Submission

The proposal should reach the Bank on or before the date and time mentioned in the section 1: Invitation for Tender Offer. 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.

5.14 Liabilities of Bank

This RFP is not an offer by the Bank, but an invitation for Vendor's 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).

5.15 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 two bids are eligible after technical evaluation. Bank may at its discretion may not consider Server/OS/Database etc. cost provided by bidder without informing bidder.

5.16 Date of Bid Expiration

Proposals must be valid for a minimum of 120 days from the date of technical bid submission. Responses must clearly state the validity of the bid and its explicit expiration date.

5.17 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.

6. 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.

6.1 Proposal Ownership

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

6.2 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"

6.3 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.

6.4 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.

6.5 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"** payable at Mumbai as a part of the proposal.

"Please do not enclose the EMD in Commercial Offer."

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-VII.

6.6 Disclaimer

The Bank and/or its officers, employees, directors, advisers 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.

This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice.

6.7 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.

6.8 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 120 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 it is not in accordance with its requirements and no further correspondence, whatsoever, will be entertained by the Bank in the matter
- Any technical or commercial bid, submitted cannot be withdrawn/modified after the last date for submission of the bids
- Each offer should specify only a single solution which is cost- effective and meet the tender specifications and should not include any alternatives.
- The bidder shall bear all costs associated with the preparation and submission of its bid, attending pre-bid meeting or arranging Product Walk through and Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- The 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.
- During the process if only one vendor qualify, Bank will have every right to go ahead with single bidder and complete the implementation process.
- The bidder should also take adequate care to avoid quoting hardware / software that will become end of sale within 24 months of supply to the bank and end of support / end of life during the period of contract.
- All tender papers should be printed on both side of papers with page numbers. Loose paper will not be accepted.
-

6.8.1 IT ACT

The Bidder must ensure that the proposed products/services are compliant to all such applicable existing regulatory guidelines of GOI / RBI and adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008) and Payment and Settlement Systems Act 2007 and amendments thereof as applicable. The bidder must submit a self-declaration to this effect.

- The Successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under the Copyrights Act, 1957 or IT Act 2008 or any Act in force at that time in respect of all the hardware, software and network equipment or other systems supplied by bidder to the Bank from any source.

6.8.2 Aadhaar Act 2016

The Successful bidder must comply to Aadhaar Act 2016, UIDAI Circulars /Guidelines and the subsequent amendments.

6.9. Bidding cost and other terms:-

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

6.10 LIQUIDATED DAMAGES:-

The performance of the vendor shall be judged on the time taken for the implementation of the project and completion of all the functionalities. If the vendor fails to deliver or comply with Bank's requirement within stipulated time schedule from the date of acceptance of Purchase Order, the Bank shall, without prejudice to its other remedies under the rate contract, deduct from the ordered price, as liquidated damages, or even may recover money from the Bank Guarantee submitted.

Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value. BANK reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by BANK to the bidder. Liquidated damages will be calculated on per week basis.

The liquidation damages represent also an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, warranty,

maintenance etc.) by the Bidder. Installation will be treated as incomplete in one/all of the following situations:

1. Non-delivery of any component or other services mentioned in the order Non-delivery of supporting documentation Delivery/Availability, but no installation of the components and/or software No Integration.
2. System operational but unsatisfactory to the Bank.
3. If the Bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract or contract duration, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% of the complete contract amount until actual delivery or performance, per week or part thereof (5 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract, invoke of bank guarantee or any other rights as deem fit
4. The Bank shall invoke the performance guarantee in case the Bidder fails to discharge their contractual obligations during the period of contract or Bank incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

6.11 ACCEPTANCE OF ORDER:-

Bank has right to cancel the order if the same is not accepted by the bidder within a period of 7 days from the date of receipt 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 and bank may issue a purchase order to subsequent Bidder

6.12 TAXES:-

The prices to be quoted in Indian Rupees only alongwith exclusive of all Taxes.). The Bidder will be entirely responsible for all applicable taxes, charges, license fees, road permits, Applicable taxes, NMMC cess etc. in connection with delivery of products at site including incidental services and commissioning/installation.

Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Bidder shall include all such taxes in the contract price.

The Bidder's staff, personnel and labor will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Bidder shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

If the Government brings in any changes to the tax structure resulting in reduction of the cost, the benefit arising out of such reduction or changes or abolition shall be passed on to the Bank. The price should be mentioned in terms of the amount payable by Bank as per the pricing structure for all the services indicating the break-up of each item as per bill of materials. However, any item not mentioned

in the bill of material but necessary to complete the project will be the sole responsibility of the bidder and will be deemed to have been included in the price. Prices, which are not quoted as above, can be rejected. The Bank reserves its right to reject any bid submitted with an adjustable price quotation.

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 statues 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.

(d) 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. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this contract.

The Price finalized shall remain valid for 5 years (Contract Period) from the date of such finalization with the option to Bank to review the prices every quarter for downward revision of price due to reduction of government levies, duties etc. Bank may extend the contract period as per mutually agreed terms and conditions and bidder should support for migration/handover activity if contract is awarded to some other vendor after/within contract period.

6.13 ACCEPTANCE TEST:-

Bank will carry out an Acceptance test on proposed Solution. 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. The response time should be within two hours and support person should reach Bank in time otherwise applicable penalty will be charged.

7. PLACING THE ORDER AND PAYMENT BY CONCERNED OFFICES:-

Orders for solution shall be placed by the Central Office of the Bank. The vendor shall give acceptance within 7 days from the date of receipt of the purchase order. If the acceptance is not received within 7 days then it will be presumed as accepted. The implementation period is counted accordingly.

However, Bank has right to cancel the order, if the same is not accepted within 7 days from the date of receipt of the order. All payments for the solution will be paid by Central office, Central Bank of India, Mumbai as per the terms and conditions.

(Authorized person should duly sign the documents on behalf of Bidder)

8. 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 value of the contract. The Performance Guarantee should be valid for the entire contract period of 60 months. The Performance Guarantee shall contain a claim period of additional 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 bank 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

9. 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 for the solution for the period up to installation and acceptance. 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 Digital Vault/Aadhaar Vault implementation.

In addition to the insurance policies taken by the Bidder with respect to the transportation of the equipment as set out above, the Bidder shall maintain adequate professional liability and an all risk Insurance for the aggregate of all deliverables and services to be rendered by virtue of Hardware Up gradation Project and shall provide to the Bank on request copies of such policy of insurance and evidence that the premiums have been paid. The Bidder shall procure appropriate insurance policies of

the limits acceptable to the Bank for damage to Banks premises, Banks property, data or loss of life, which may occur as a result of or in the course of performing the Bidder's obligations under the RFP. The Bidder also warrants and represents that it shall keep all their respective directors, partners, advisers, agents, representatives and or employees adequately insured in respect of business travel in India and further agrees to provide to the Bank on request copies of such policy of insurance and evidence that the premiums have been paid.

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

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

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

The equipment (hardware, software etc.) supplied under the contract shall be fully insured by the successful Bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The insurance shall be obtained by the Bidder naming Central Bank of India as the beneficiary, for an amount Equal to 110% of the invoiced value of the goods on "all risks" basis. The period of insurance shall be up to the date the supplied components are accepted and the all rights of the property are transferred to the Bank in the Bank's premises.

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

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

10. WARRANTY:-

Comprehensive on-site warranty for **Digital Vault also referred as Aadhaar Vault for Aadhaar storage solutions for storing of Aadhaar Numbers and any connected Aadhaar data on separate secure**

database/vault/system for Central Bank of India and its sponsored 3 Regional Rural Banks is of **36 months** from the date of successful installation and acceptance by the bank. The equipment includes hardware and software as per orders and all parts thereof shall be free from the defects in material and workmanship under normal use of services on peak loads, for a period of thirty six (36) months commencing from the date of successful installation. The vendor shall replace / repair defective / damaged parts, free of cost during the warranty period. The uptime guarantees as enumerated in this RFP document shall be ensured by the vendor. In view of the criticality of the application, the equipment shall be kept in efficient running condition at all the time and preventive maintenance by the vendor on at least quarterly basis will be must. Vendor has to make all necessary arrangement for immediate replacement of defective parts etc without any cost to the Bank. The bank shall be responsible for ensuring the proper environment, use, management and supervision of the equipment, operating methods and office procedure for establishing the necessary controls over access to work station and for the intended use of equipment and the security of the data stored therein. As the TCO will be for 5 year, the solution is under AMC for 4th and 5th year.

11. 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. 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

12. 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 functional requirement as given in RFP as per Annexure .

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.

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.

13. Assessment Methodologies

- **Technical Assessment**

Please refer Annexure IV where several items are mentioned which needs to be provided by the Bidder. In order to technically qualify the Bidder must have all items/Solutions readily available. So out of all the items mentioned in Annexure-IV the Bidder's solution should have all items/solutions readily available. Other mandatory items, if not readily available, must be customized and provided within the given time schedule, without any additional cost. The bidder should provide the relevant documents acceptable to the technical evaluation committee at the time of the evaluation. The Bidder may be asked to demonstrate the item mentioned as available under the "response by Bidder" column.

Only those bidders who qualify for technical evaluation shall be considered for commercial evaluation.

B. Commercial Assessment (L1)

Bidder with the lowest TCO as per Annexure-IV will be declared as L1. The Successful Bidder (L1) in the Reverse Auction may be called for negotiations subject to Bank discretions.

Bank may also provide Hardware, Database and HSM after completing RFP process so bidder should take care during submission of Bid.

If L1 bidder is unable to accept / provide the solution in stipulated time period, contract will be awarded to L2 bidder subject to the condition L2 matches the price / terms and condition of L1 bidder.

Entire solution for Digital Vault referred as Aadhaar Vault is to be implemented / delivered within 30 days from the date of acceptance of purchase order.

Once the technical bids received have been evaluated, the bank would short-list the Bidders, who qualify for further evaluation. The bank may request further clarifications, presentations etc.

14. Award Criteria

The Bank will award the Contract to the successful Bidder who has been determined as qualified to perform the Contract satisfactorily, and whose Bid has been found technically eligible, and quoted the least price among technically eligible bidders is the **L1 bidder after reverse auction subject to negotiation on Bank discretion.**

15. TECHNICAL EVALUATION

- The proposals will be evaluated in three stages. In the first stage the Eligibility criteria will be verified as per point no "3. Eligibility Criteria". There will be no scoring involved in the eligibility 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.

- In the third stage Commercial evaluation is carried out for technically eligible bidders only.
- 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.
- The Bidder will have to demonstrate the availability of the feature to the Bank during any stage of evaluation whenever required by the Bank.

16. COMMERCIAL EVALUATION

Commercial Bids of bidders, who meet all terms and conditions of this RFP/tender and successful 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-IV.

After opening of price bids the bidder quoting the lowest TCO will be declared as L1.

The Financial bid submitted will be only the indicative price and bidders whose bids will be opened will have to participate in the Reverse Auction to arrive at the successful (L1) bidder.

After the successful Reverse Auction, the bidder who emerged as the L1 bidder will submit the revised commercial offer in line with the lowest bids submitted during Reverse Auction.

17. 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.

The Hardware / OS required for installation of Bidder's proposed software and database shall be provided by the Bidder. Bidder shall provide the Server/OS/Database/Hardware item wise cost details separately. However Bank may consider Server/OS/Database/Hardware cost separately as per the

Bank requirement as part of TCO or may not consider the same without informing to the vendor. The encryption hardware i.e. HSM should be provided by the bidder. HSM should have capability of Key rotation and handle the scalability/High availability.

- **Fixed Price**

The Commercial bid shall be on a fixed price basis, inclusive of all taxes and levies at site as mentioned. No price variation relating to increases in customs duty, excise tax, dollar price variation etc. will be permitted. GST will be paid on actuals.

The Price finalized shall remain valid for 5 years (Contract Period) from the date of such finalization with the option to Bank to review the prices every quarter for downward revision of price due to reduction of government levies, duties etc. Bank may extend the contract period as per mutually agreed terms and conditions and bidder should support for migration/handover activity if contract is awarded to some other vendor after/within contract period.

- **Right to Alter Quantities**

Central Bank of India reserves the right to alter the proposed quantities for implementing the Aadhaar Data Vault solution specified in the tender. Central Bank of India also reserves the right to delete one or more items from the list of items specified in tender. Bank may at its discretion may consider or may not consider Server/OS/Database/Hardware etc. cost details provided separately by the Bidder in TCO without informing Bidder.

- **Quality Standards**

Bank is looking for well-proven branded products should be in conformity with industry standards.

18. CONTRACT PERIOD

The contract period for providing Solution Banking solution will be for a period of Five Years from the date of Acceptance Date or Go live Date The selected bidder needs to execute a **Service Level Agreement (SLA)** with the BANK covering all terms and conditions of this RFP within one month of issuance of Purchase order as per Format to be supplied by the Bank covering inter alia the terms and conditions of this RFP . SLA will cover performance and availability of the solution deployed for **Supply, Commissioning, Installation, Testing, Configuration And Maintenance of Digital Vault also referred as Aadhaar Vault for Aadhaar storage solutions for storing of Aadhaar Numbers and any connected Aadhaar data on separate secure database/vault/system for Central Bank of India and its sponsored 3 Regional Rural Banks.** The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving one month notice without assigning any reasons thereof. Any offer falling short of the contract validity period (Five Years

from the date of Agreement) is liable for rejection. The contract period may be extended for further period at the sole discretion of the Bank and satisfactory performance of the solution. The contract may be extended/renewed for such further period as would be decided by the Bank on the same terms and conditions as mentioned herein.

The Bidder needs to comply with the cyber security norms along with ISO / ISMS policies implemented by the Bank.

Service Level Agreement.

- The bidder should maintain the uptime of 99.95 % on Monthly basis for the solution (including Hardware / Software / HSM attributable to the bidder), provided for the Digital/Aadhaar Data Vault Solution.
-
- Any components, including the software deliverables / hardware equipment that are reported to be down on a given date should be repaired / replaced with identical or higher configuration within 4 hours at no extra cost to the Bank. The same should be made operational within 8 hours. The timeliness provided in this section pertains to replacement of redundant components. However the bidder has to maintain the required uptime.
- The bidder should provide the support Facility Management Services on 24 X 7 basis in a year during the contract as defined in the Facility Management Scope.
- Unlimited number of support request raised by the Bank for the issues faced in the solution.
- Response & Resolution time to be followed as per severity defined in the table below:

<u>Incident Severity</u>	<u>Impact</u>	<u>Description</u>	<u>Typical Response time</u>	<u>Typical Resolution time</u>
<u>Critical</u>	<u>Critical</u>	<u>System Down - Unable to perform Business Operations</u>	<u>5 min</u>	• <u>During Business hours - 20 min</u> • <u>Non-Business Hours - Within 2 hours or earlier as per business hours if business hours begin</u>
<u>Key</u>	<u>Major</u>	<u>Major Disruption - Significant Impact on Business Operations</u>	<u>5 min</u>	• <u>During business hours - Within 40 minutes</u> • <u>Non business hours - Within 4 hours or earlier as per business hours if business hours begin.</u>
<u>Significant</u>	<u>Minor</u>	<u>Minor Disruption - Low impact on Business Operations. If</u>	<u>5 min</u>	• <u>Major / Minor Customizations / Changes required -</u>

		<u>Customisations required.</u>		<u>Time period decided by mutual agreement</u> <u>Response and resolution for other criteria-</u> • <u>During business hour - within 4 hours. Not supporting during non-business hours.</u>
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*** In case of AEPS transactions business hours will be 24 hours.**

UAT - User Acceptance Test

The Bidder should setup the UAT environment for testing of the solution before implementation of the solution in the production environment. The UAT setup shall be used for the customization of any changes before movement in production. The setup would be kept available at all times during the contract period.

The Solution will be accepted only when all the functionalities as per the Scope are provided, commissioned and accepted by the Bank or the Bank appointed Consultant. The UAT shall be signed off between the Bank and the Successful Bidder.

19. SCHEDULE OF IMPLEMENTATION

Entire solution for Digital Vault referred as Aadhaar Vault is to be implemented / delivered within 30 days from the date of acceptance of purchase order. The implementation shall comprise of hardware procurement & installation, software & application in stallation, 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 implement and share the interface developed by them for the implementation of the **Supply, Commissioning, Installation, Testing, Configuration And Maintenance of Digital Vault also referred as Aadhaar Vault for Aadhaar storage solutions for storing of Aadhaar Numbers and any connected Aadhaar data on separate secure database/vault/system for Central Bank of India and its sponsored Regional Rural Banks** 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.

• Support

The bidder should provide the required support during the Warranty and AMC Period for error free operation of the solution. The support would be required 24 X 7 in a year. The responsibility of the bidder is to carry out necessary coordination for smooth function of the solution deployed, which includes call recording/ logging problems, stand by equipment's, various configuration / setting issues.

Facility Management resources should be supplied by the bidder as mentioned in RFP, at the Bank's Data Center/ Data Recovery Center.

- **Delivery, Installation and Commissioning**

The Bidder shall be responsible for delivery of the Aadhaar Data Vault solution (including all the components) ordered at the mentioned locations should be made operational within 4 weeks from receiving the Purchase Order.

If the bidder fails to deliver and/or install the Aadhaar Data Vault solution ordered within the stipulated time schedule or by the date extended by Central Bank of India, it will be a breach of contract. In the event of Central Bank of India agreeing to extend the date of delivery at the request of bidder, it is a condition precedent that the validity of Bank guarantee shall be extended by further period as required by Central Bank of India before the expiry of the original bank guarantee.

Appropriate insurance shall be provided by the bidder to cover the equipment for the transit period and till acceptance of Aadhaar Data Vault Solution by the Bank.

Onsite Support to be provided at no additional cost.

20. ACCEPTANCE TESTS

The selected bidder in presence of the Bank authorized officials will conduct acceptance test at the site. The test will involve installation and commissioning and successful operation of the solution offered. No additional charges shall be payable by the Bank for carrying out these acceptance tests.

At the discretion of Central Bank of India, acceptance test will be conducted by the bidder at the site in the presence of the officials of Central Bank of India and/or its nominated consultants. The tests will check for trouble-free operation of the complete Solution for ten consecutive days. There shall not be any additional charges payable by Central Bank of India for carrying out this acceptance test. Central Bank of India will take over the system on successful completion of the above acceptance test.

- **Software Licenses & Manuals**

The bidder should provide the required licenses for the software supplied and deployed for the solution and the related manuals.

21. Security Configuration, Inspection, Audit, Monitoring & Visitations Security Configuration

The baseline security configuration of devices and software to be done by the Bidder, according to the industry best practices Compliance with security best practices may be monitored by periodic computer security audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. Periodicity for Regulatory Audits would be required as per the rules and guidelines laid down by the regulator or as required by the regulator. These audit plan to include, but are not limited to, a review of: access and authorization procedures, physical security controls, input/output controls, DB controls, backup and recovery procedures, Network security controls and program change controls. Compliance of the audit report has to be ensured by the Bidder. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Bidder shall afford the Bank's representatives access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to the Bidder.

Right to Inspect, Examine and Audit:

All OEM/Bidder records with respect to any matters / issues covered under the scope of this project 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 Bidder, 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.

Bidder 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 Bidder outsourced process to identify new outsourcing risks as they arise. The Bidder shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the Bidder outsourced to third party, there must be proper Agreement / 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:-

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

b) Provide the Bank with right to conduct audits on the Bidder whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any audit or review reports and finding made on the Bidder 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 Bidder 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 Bidder of the bank and its books and account by one or more of its officers or employees or other persons.

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

e) Bidder shall have to comply the Audit finding without any additional cost to the bank. In order to fulfill of the Audit compliance, Bank will communicate finding of the Auditor without delay to avoid any mischievous situation.

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 Bidder shall afford the Bank's representatives access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval /notice to the Bidder.

Visitations

The Bank shall be entitled to, either by itself or its authorized representative, visit any of the Bidder's premises without prior notice to ensure that data provided by the Bank is not

misused. The Bidder shall cooperate with the authorized representative(s) of the Bank and shall provide all information/ documents\required by the Bank.

22. 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.

23. 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.

24. 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:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
- Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- 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.

25. 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.

26. 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.

27. PERIOD OF VALIDITY OF BID

Bids shall remain valid for 120 (One Hundred twenty) 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 120 days as non-responsive, without any correspondence. In exceptional circumstances, the BANK may extend validity period not more than 30 days. 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.

28. 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.

29. 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.

30. INTEGRITY PACT

22.1 Integrity Pact- Each Participating bidder/s shall submit Integrity Pact as per attached Annexure 7 with duly stamped of Rs 500. Integrity pact should submit by all participating bidder at the time of submission of Bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time scheduled prescribed by Bank may be relevant ground of disqualification to participating in Bid process. Bank has appointed Independent External Monitor (hereinafter referred to as IEM) for this Pact in whose names and email IDs are as follows:

Dr. Kishore Kumar Sansi, mail ID: kishoresansi1@gmail.com

- The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings

22.2 The Bidders shall be required to provide all the required support by arranging their staff / Authorized representative at the location of deployment (CBD Belapur / Hyderabad). The support required shall relate to Hardware / Software / Mock Drill / DR Drill /Disaster situations to ensure the

application runs. The support will include the Data Base support as well even if the license of DB has been provided by the Bank under EULA arrangement. The vendor shall also provide the support by deploying their staff for any issue resolution / report generation / Software or Hardware up gradation. The support should be provided / available timely on all days 24 * 7 throughout the year. If the support is not made available at the required time the Bank shall have right to penalize the vendor contract under this RFP. The penalty applicable for non-availability of support in explained under section 26.7 which shall be recovered from the vendor.

31. PAYMENT TERMS

Terms of Payment will be as under:

31.1 No advance payment will be made.

31.2 The payment shall be released after deployment of the project in the following manner:

On successful Installation: 70% of eligible order value

On Implementation / Acceptance & Signoff (After go live): 20% of eligible order value

On expiry of Contract period: After Contract period or against PBG 10% of eligible order value

Bank requires separate invoice for each entity i.e. Central Bank of India, RRB1, RRB2 and RRB3 etc.

Quantum of each entity will be decided after due approval from competent authorities. For RRBs invoices bidder has to submit and coordinate with respective RRBs Head Offices.

Central Bank of India will make payment for the components delivered as follows

1. Hardware:

The following would be the Payment schedule related to Hardware supplied,

- 70 % of the Hardware cost would be payable against delivery of the Hardware at the Installation locations.
- 20% of the hardware cost would be payable against hardware Installation, successful Implementation/acceptance and sign off (after Go Live) by Bank of the solution and submission of Performance bank Guarantee.

The balance 10 % shall be payable on expiry of contract period: After Contract period or against PBG 10% of eligible order value

2. Software: (Application/OS/Database/Licenses)

The following would be the payment schedule for the software deliverables,

- 70 % of the Software cost would be payable on successful installation and implementation of the software delivered.
- 20 % of the Software cost would be released after 1 (one) month of successful implementation/acceptance and sign off (after Go Live) by Bank and submission of Performance Bank Guarantee.
- The balance 10 % shall be payable on expiry of contract period : After Contract period or against PBG 10% of eligible order value

31.3 Items C and D of Annexure-IV

Shall be payable on quarterly basis after the expiry of the period.

31.4 Items E of annexure –IV

Shall be payable on monthly basis on actual and due verification by Bank officials.

ATS and Warranty

The successful bidder should provide comprehensive warranty and ATS for proposed solution, including other software, associated modules and services required to meet the requirements in the RFP. The period of warranty shall be of 3 year for the proposed hardware. The ATS for entire contract duration shall start immediately after three years are over

32. TERMINATION AND ORDER CANCELLATION

(A) Termination

i)Termination for Default

The Bank, without prejudice to any other remedy for breach of contract, by 30 day written notice of default sent to the Successful Bidder, may terminate this Contract in whole or in part:

- a. if the Successful Bidder fails to deliver any or all of the deliverables / milestones within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or;
- b. If the Successful Bidder fails to perform any other obligation(s) under the contract.
- c. If the Successful Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

Corrupt practice means the offering, giving, receiving or soliciting of anything of value or influence the action of a public 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 a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

In the event, the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful Bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated when the value of the liquidated damages exceed 10% of the contract value.

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

(ii)Termination for Insolvency

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

(iii)Termination – Key Terms & Conditions

The Bank reserves the right to terminate the agreement with the Bidder /Bidder at any time by giving Thirty (30) days prior written notice to the Bidder.

The Bank shall also be entitled to terminate the agreement at any time by giving notice, if the Bidder

- a. has a winding up order made against it; or
- b. has a receiver appointed over all or substantial assets; or
- c. is or becomes unable to pay its debts as they become due; or
- d. enters into any arrangement or composition with or for the benefit of its creditors; or
- e. Passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

The Bidder shall have right to terminate only in the event of winding up of the Bank. Bank will specify the period for remedying any defect.

B. ORDER CANCELLATION (TERMINATION)

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

1. The selected bidder commits a breach of any of the terms and conditions of the bid.
2. The bidder goes into liquidation, voluntarily or otherwise.
3. 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.
4. If deductions on account of liquidated damages exceeds more than 10% of the total contract price.
5. 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 or L2 Vendor 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. In addition to the cancellation of purchase order, the Bank reserves the right to invoke the Bank Guarantee given by the supplier to appropriate the damages and also to black list the supplier from participating in any future RFP or other process of the Bank.
6. 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.

33. CONSEQUENCES OF TERMINATION

33.1 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 Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

33.2 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.

- 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.

- **Exit option and contract re-negotiation**

The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of Liquidated damages as per the terms of the contract, in the event of one or more of the following conditions:

- Delay in delivery of solution beyond the specified period
- Serious discrepancies noted in the solution delivered
- Breaches in the terms and conditions of the Purchase Order/Agreement
- Non satisfactory performance of Bidder during the contract period
 - In addition to the cancellation of purchase order, the Bank reserves its right to invoke the

Bank Guarantee or foreclose the Security Deposit given by the Bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages

- Bank shall serve the notice of termination to the Bidder at least 30 days prior, of its intention to terminate services during the contract period

- In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Performance Guarantee given by the Bidder
- The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Bidder at more favorable terms in case such terms are offered in the industry at that time
- Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to supply the equipment's (if required/non-delivered) and provide services to the Bank as per the contract
- Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The Bidder should perform a reverse transition mechanism to the Bank or its selected Bidder. The reverse transition mechanism would be over a period of 6 months post the completion of the 30 day notice period to facilitate an orderly transfer of services to the Bank or to an alternative 3rd party / Bidder nominated by the Bank. Where the Bank elects to transfer the responsibility for service delivery to a number of Bidders Bank will nominate a System Integrator who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services
- The reverse transition services to be provided by the Bidder shall include the following:
- The Bidder shall suitably and adequately train the Bank's or its designated team for fully and effectively manning, operating and maintaining the Security Operations Center Solution.
- Bidder shall provide adequate documentation thereof.
- The Bidder shall jointly manage the solution with the bank or designated team for a reasonable period of time
- The Bidder shall assist the bank in migration of the Solution to another, if desired by the bank.

Knowledge transfer: The Supplier shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this Contract. Supplier shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required supporting the Services. Such documentation will be subject to the limitations imposed by Supplier's Intellectual Property Rights of this Contract.

Warranties: All the warranties held by or in the name of the Supplier shall be assigned or transferred as-is, in the name of the bank. The Supplier shall execute any and all such documents as may be necessary in this regard.

- The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.
- The Supplier shall provide all other services as may be agreed by the parties in connection with the reverse transition services.
- The Supplier recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the Supplier agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the Supplier under the scope, upon termination or expiration thereof, for any reason whatsoever.
- The cost for reverse transition if any should be part of the commercial offer during which the existing Supplier would transfer all knowledge, knowhow and other things necessary for the Bank or new Supplier to take over and continue to manage the services. The Supplier agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation or exist of the parties.

- The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
- The Bank and the Supplier shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.
- The Supplier agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank or its selected Suppliers as would be required.
- Notwithstanding anything contained in this Agreement, the Bank reserves its right to terminate the agreement with the Bidder without assigning any reason at any time after serving thirty(30) days prior written notice to the Bidder, at no cost to the Bank .

34. Ownership and grant of licenses, Patent Rights / Intellectual Property Rights

a) Ownership and grant of licenses

1. The Bidder shall procure and provide a non-exclusive, non-transferable, perpetual and irrevocable (provided that the license shall be revocable only in the event of established and proven infringement of the intellectual property rights of the Software by the bank) license to the Bank for all the equipment including Software to be provided as a part of the Project. The equipment including Software can be used at any of the Branches without restriction, but subject to the term and conditions of this Agreement and the Equipment/Software shall be assignable/transferrable to any successor entity of the Bank Provided however that with respect to the enterprise wide licenses to be utilized for the CBS (Core banking Solution), in addition to the rights of Bank's contained in this Clause and the rights contained elsewhere in this RFP/ Agreement, the following shall be applicable:

- a) Such license shall be transferable/assignable to any entity formed through the inter-se merger of the bank at no additional cost to the Bank subject to applicable law.
- b) Such licenses shall be expandable to all the (current and future) Branches of the Bank at no additional cost to the Bank.
- c) Such licenses shall be transferable/assignable/applicable to all the banks acquired by the

Bank (Central Bank of India) at no additional cost to the Bank provided that such banks continue to be sponsored by the Bank.

- c) Such licenses shall be transferable/assignable/applicable to the resultant entity in the event of the merger of the Bank, provided however that the resultant entity shall be entitled to utilize such licenses only for such number of Branches of the as it stood on the date such amalgamation/ restructuring is completed and taken effect.
- d) Notwithstanding the above, it is hereby agreed that any use of the Hardware/Software under this RFP/Agreement, by the Bidder of the Bank would be considered as the permitted use under this RFP/Agreement. However, such Bidder will not possess any licensing or sub licensing rights of the Hardware/Software and shall only have the right of permitted and limited use of the Hardware/Software to provide services to Bank.

2. The license granted in terms of above mentioned shall specifically include right:

a. To Use:

- To use the executable code version of the Software and all Enhancements, Updates and new versions made available from time to time to bank without any additional cost
- To use the Program Documentation for purposes of installing or operating the programs and supporting the use of the Software by the Bank;
- To use the technical Training Materials for purposes of supporting users

b. To Copy:

- To copy the Software that operates on server systems to support the users of the Bank
- To make additional copies of the Program Material for archival, emergency back-up
- Testing, or disaster recovery purposes; and
- To copy the Program Documentation to support its users

c. To work as interface:

- To work with other application software packages at the Bank as interface;

- To allow other application software packages at the Bank to work as interfaces to the Software. If such interfacing requires any modification or change to the Software, such modification or change has to be carried out by the Bidder free of any additional license charge or fees or expenses.

d. Delivery:

- The Bidder at the time of installation shall deliver to the Bank required copies of the object code version of the Software and the associated Program Documentation including operation manual and training material. The Bidder, after customization shall deliver to the Bank required copies of the object code version of the customized Software and the associated Program Documentation including operation manual and training material. The Bidder, after modifications, updates or new versions shall deliver to the Bank required copies of the revised object code version of the latest Software and the revised associated Program Documentation including operation manual and training material. The operational manual shall be provided by the Bidder under help menu in the software as dynamic online documentation / help files, wherever applicable. The object code version of the Software, executable and required run-time files shall be on compact disc or on any such media as desired by the Bank as may be applicable.

- 3 .** The ownership of all rights, title and interest, all patents, copy right, trade secrets and any other form of intellectual property rights in and to software, any derivative works thereof and enhancements thereto, hardware and documentation are and will have to at all times remain with the Bidder or its Licensors and be the sole and exclusive property of the Bidder or its Licensors. The Bank acknowledges that nothing contained in this Tender and subsequent contract will have to be construed as conveying by the Bidder or its licensor's title or ownership interest in any licensed software or any derivative works thereof and enhancements thereto. Nothing contained herein will have to be construed to preclude the Bidder from owning, using, improving, marketing, including without limitation, licensing to other persons any and all licensed software. If Bidder generate any material (software or any work subject of intellectual property right) specifically for the Bank due to valuable resources capitalized in this respect, shall always be property of the Bank.

b) Patent Rights / Intellectual Property Rights

1. The Bidder shall indemnify the Bank against all third-party claims of infringement of patent, trademark, intellectual property, copyrights or industrial design rights arising from use of the Products or any part thereof.
2. In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights, arising from the use of the products or any part thereof in India, the Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Bidder of such claim, if it is made, without delay. If a third party's claim endangers or disrupts the Bank's use of the software, the Bidder shall be required to, at no further expense, charge, fees or costs to the Bank
 - A . obtain a license so that the Bank may continue use of the equipment in accordance with the terms of this Agreement and the license agreement; or
 - B . modify the equipment without affecting the functionality in any manner so as to avoid the infringement; or
 - C . replace the equipment with a compatible, functionally equivalent and non-infringing product; or
 - d . refund to the Bank the amount paid for the infringing equipment and bear the incremental costs of procuring a functionally equivalent equipment from a third party, provided the option under the sub clause (iv) shall be exercised by the Bank in the event of the failure of the Bidder to provide effective remedy under options (i) to (iii) within a reasonable period which would not affect the normal functioning of the Bank. The Bidder will have no liability for any claim of infringement based on (i) a claim which continues because of Bank's failure to use a modified or replaced software that is at least functionally equivalent to the equipment, or the bank's failure to use corrections, fixes, or enhancements made available and implemented by the Bidder, despite notice of such failure by the Bidder in writing, (ii) any change, not made by or on behalf of the Bidder, to some or all of the software/deliverables supplied by the Bidder or modification thereof

7. Notwithstanding the provisions of Clause (b) under this article, the Bidder is the prime Bidder for purposes of all deliverables and services, with the single-point responsibility for the same. The Bidder acknowledges that should the Software provided by the Bidder be infringing of any third party rights, it would have a serious business impact on the business of the Bank. Therefore, the Bidder shall completely be responsible for any infringement actions brought against the Bank even if the Bank would have used the deliverables before the infringement was noticed, legally each such use constituting infringement and the Bidder shall be in breach of the Bidder's warranty and obligation under this Agreement.

All Intellectual Property Rights in the Deliverables (excluding Pre-existing Material or third party software, which shall be dealt with in accordance with the terms of any license agreement relating to that software) shall be owned by Bank. In the event that any of the Deliverables or work product do not qualify as works made for hire, Bidder hereby assigns to Bank, all rights, title and interest in and to the Deliverables or work product and all Intellectual Property Rights therein.

Notwithstanding the above, any intellectual property developed by a Party that is a derivative work of any pre-existing materials will be treated the same as pre-existing material and the developer of the derivative work will assign all right and title in and to the derivative work to the owner of the pre-existing material.

Residuals . The term "Residuals" shall mean information and knowledge in intangible form, which is retained in the memory of personnel who have had access to such information or knowledge while providing Services, including concepts, know-how, and techniques. There is no restriction on the use of the residual knowledge by personnel upon completion of their assignment with the Bank Other than as agreed hereinabove, nothing herein shall cause or imply any sale, license (except as expressly provided herein), or transfer of proprietary rights of or in any software or products (including third party) from one party to the other party with respect to work product, Deliverables or Services agreed under this Agreement.

- **Corrupt and fraudulent practices**

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

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

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

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

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

- **Violation of terms**

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

35. PENALTY

Penalty

- **Delayed Installation**

- The bidder is required to deliver, install and commission the equipment required for the Aadhaar Data Vault Solution as per the schedule mentioned.
- The Solution is required to be configured by the bidder within 4 weeks in a time bound manner.
- Penalty for non-adherence to the schedule for installation and commissioning will attract a penalty of Rs. 1% of the Total Contract value per week after the period of 4 weeks. (If the delay period is more than 3 days, it will be treated as one full week).

- **Downtime**

- Bidder should provide facility of call (fault) logging through telephone, e-mail, web portal, etc. The bidder must submit call wise details monthly during warranty period.
- Failure to meet the SLA will attract penalty of 0.25 % of PO value per incidence. Penalty of Rs. 10000/- per day will be applicable if incidence is not resolved and continued for more than one day. More than 3 hours will be considered as one day.

- **Facility Management**

- Facility Management resources should be compensated with similar resources for their non-availability.
- In case of non-availability of any resource for any shift will attract a deduction in cost of all resources for 1 day.
- In case of non-availability of any resource for three days continuously will attract a deduction in resource cost for all resources for one corresponding week.

Total penalty mentioned for above and Liquidated damages shall be subject to maximum of 10% of the total contract value. Once the maximum limit of the penalty is reached, the Bank may consider termination of the contract.

During warranty period, the penalty would be recovered from the bidder from the 1 % of the Hardware and Software cost retained by the Bank. The penalty after the warranty period would be recovered from the corresponding payment AMC /ATS or FM cost of the Quarter. The Bank is free to invoke the bank guarantee and recover the penalty amount, if the penalty amount cannot be recovered completely.

36. Project Completion Time

Entire solution for Digital Vault referred as Aadhaar Vault is to be implemented / delivered within 30 days from the date of acceptance of purchase order. Delay beyond the stipulated time lines attributable to the vendor shall be penalized. Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value. BANK reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by BANK to the bidder. Liquidated damages will be calculated on per week basis.

37. Indemnity

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

infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the Bank notifies the Bidder in writing immediately on aware of such claim, (ii) the Bidder has sole control of defense and all related settlement negotiations, (iii) the Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of the Bidder, except under due process of law or order of the court. It is clarified that the Bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and Bidders) rights, interest and reputation.

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

The bidder including its sub-contractor or any of its representative shall indemnify to bank any loss damage or cost /compensation arising out the breach of the data associated with citizen of any country and the same has penal obligation under that country/union or member country. The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out breach of data by service provider including its sub-contractor/s pertains to Citizen or Non citizen being the customer of the Bank or thereafter, if the same has penal obligation with that country. Service provider/bidder shall indemnify to the bank regarding breach of the data associated with citizen of any country during the currency of customer with bank or thereafter if the same is punishable under that country.

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

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

- Non-compliance of the Bidder with applicable Law/s(Foreign/Indian) / Governmental Requirements
- Intellectual Property Right/s infringement
- Negligence and misconduct of the Bidder, its employees, sub-contractor and agents
- Breach of any terms of RFP, Representation or Warranty
- Act or omission in performance of service.
- Loss of data
- Indemnity would be limited to court awarded damages However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

The Bidder shall 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.

Bidder shall indemnify to bank, if cyber threatened /crime/hacking or any related offence occurs due to use of solution/software supplied(including support services) or any other manner provided in this regard.

38. Bidder's Liability

The Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The Bidder's 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 or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

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

Any or all liability arising out under this RFP pertains to the claims against customers, users and service providers of the Bank would be considered as a direct claim.

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

39. DISPUTE RESOLUTION MECHANISM

- The Bank and the supplier /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.
- If the Bank project director 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 Bidder and Bank respectively.
- If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.
- All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be

referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai.

- If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly 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. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, Bidder will be expected to continue the support 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.
- This RFP shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

40. **Compliance with Laws**

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

Compliance in obtaining approvals/permissions/licenses: The Bidder 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 from any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

All necessary compliances relating to the transaction such as disclosure in the returns to be filed, Tax Collected at Source (if applicable) etc. shall be duly undertaken by the supplier/ Bidder 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 up to 10% of the value of goods of supplier. This indemnification is only a remedy for the Bank. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

Indemnity would be limited to court awarded damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

41. Assignment

The Bank may assign the hardware and related software provided therein by the 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 AMC services to any of the sub-contractors, at its sole option, upon the occurrence of any of the following: (i) Bidder refuses to perform; (ii) Bidder is unable to perform; (iii) Termination of the contract with the Bidder for any reason whatsoever; (iv) Expiry of the contract. Such right shall be without prejudice to the rights and remedies, which the Bank may have against the Bidder. The Bidder shall ensure that the said subcontractors shall agree to provide such services to the Bank at no less favorable terms than those provided by the Bidder and shall include appropriate wordings to this effect in the agreement entered into by the Bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of the Bidder to perform or termination/expiry of the contract.

Confidentiality Obligation

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

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

Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials relating to the licensed software, the modules, the program documentation, the source codes, the

object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions , techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes etc. or any existing or future plans, forecasts or strategies in respect thereof.

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

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

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

The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

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

Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

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

Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;

Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;

Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.

The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:

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

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

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

To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with. The restrictions in the preceding clause shall not apply to:

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

Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is

lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

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

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

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 designed, developed, or implemented by the Bidder or existing at any Bank location.

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

Sensitive Information

System should have standard input, communication, processing and output validations and controls. System hardening should be done by vendor. Access controls at DB, OS, and Application levels should be ensured.

Vendor should comply with the Information Security Policy of the Bank. The Product offered should comply with regulator's guidelines. Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.

Types of sensitive information that will be found on Bank systems the Bidder may 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.

Privacy & Security Safeguards

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

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 authorized officials of both parties.

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.

Waiver

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

Supplier's Integrity and Obligation

The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

Supplier's obligations

- a. The Supplier is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities
- b. The Supplier will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated
- c. The Supplier is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors
- d. The Supplier will treat as confidential all data and information about the Bank, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank

- e. The supplier shall ensure that the software and hardware relevant for the Services contemplated under this Agreement, is properly maintained and operated at all times, without hampering the services with proper standby.
- f. Ensure that there is sufficient back up in terms of power and other infrastructure, including but not limited to, Uninterrupted Power Supply, air-conditioners, components/resources at the location for rendering the Services in terms of this Agreement
- g. Be responsible for appropriate maintenance of equipment procured under this RFP
- h. The Bidder 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
- i. The Bidder should have a well-documented Business Continuity Plan and Disaster Recovery Plan and also security and control practices
- j. 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
- k. The Bidder shall disclose security breaches if any to the Bank, without any delay
- l. Bidder 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
- m. Bidder must comply RBI circular on “Cyber Security Framework for Banks” and assurance from the respective OEMs/Application providers that the application is free from embedded malicious/fraudulent code
- n. Bidder should follow Information security guideline issued by Bank/Regulatory/Statutory Authority time to time, and the same must be complied in order without fail, to avoid breach of contractual obligation
- o. Bidder shall submit Integrity Pact, Non-disclosure Agreement and Performance Bank Guarantee as per satisfaction of the Bank
- p. The Bidder should guarantee that the software supplied to the Bank is licensed and legally obtained. Software must be supplied with their original and complete printed documentation
- q. The Bidder should make proper arrangement with respective OEM to ensure that back to back arrangement in place for continuing support for the Project. So that continuity is maintained for the equipment procured under this RFP in the event of insolvency, bankruptcy, liquidation, acquisition, windup, amalgamation or termination on default of Bidder
- r. The License is granted to the existing entity of the Bank and in the event of any merger/acquisitions in future shall automatically transfer the license to the newly merged entity without any additional cost or charges. In this juncture, support and services shall be continue till the currency of the contract
- s. The Bank reserves its right to blacklist to Bidder to participate in future tender process, in the event of delay in project beyond the specified period or non-compliance of the RFP terms or non-fulfillment of RFP functional requirements or severe bugs in the application or

proposed system performance is not satisfactory. Bank shall have right to exercise power conferred under this clause along with any or all right incorporated under RFP/Agreement

- t. The Bidder should comply within the specified timeline, the finding of the external or internal Audit including Regulatory/Statutory without any additional cost to the BANK
- u. The Bidder should comply of the Retention policy of the Bank and co-ordinate to preserve the data/documents of bank for minimum 10 years
- v. The service provide should integrate Network Devices procured under this RFP with the core banking solution of the Bank if required by the bank without any additional cost

Statutory and Regulatory Requirements

The solution 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 Bidder in the technical response. During the period of warranty / AMC, 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 5(five) year contract and any future renewal(if occur).

42. JURISDICTION

The jurisdiction of the courts shall be Mumbai only.

43. 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.

44. 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 (separate invoice for each entity i.e. Central Bank of India, RRB1, RRB2 and RRB3 etc.) and accept payments and also to correspond. The bidder shall provide proof of signature identification for the above purposes as required by BANK.

Annexure – I

(Tender offer forwarding letter / Bidder's letter addressing to Bank)

Tender Reference No.:

Date:

Asstt General Manager-DIT
Central Bank of India
Dept. of Information Technology
Plot No 26, Sector 11,
CBD Belapur, Navi Mumbai - 400614.

Dear Sir/Madam,

Sub: RFP for “Supply, Commissioning, Installation, Testing, Configuration And Maintenance of Digital Vault also referred as Aadhaar Vault for Aadhaar storage solutions for storing of Aadhaar Numbers and any connected Aadhaar data on separate secure database/vault/system for Central Bank of India and its sponsored Regional Rural Banks.”

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 **“Supply, Commissioning, Installation, Testing, Configuration And Maintenance of Digital Vault also referred as Aadhaar Vault for Aadhaar storage solutions for storing of Aadhaar Numbers and any connected Aadhaar data on separate secure database/vault/system for Central Bank of India and its sponsored Regional Rural Banks.”** 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 Solution Banking Solution and as per your purchase orders.

In the event of our selection by the Bank for undertaking Banking Solution, we will submit a Performance Bank Guarantee for a sum equivalent to 10% of the project cost for the entire contract period effective from the month of execution of Service Level Agreement in favor 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:

- DD No. xxxxxx dated xxxxxx for Rs.3,500/- (Rupees Five Thousand only) as Cost of RFP Document &
- DD/ Bank Guarantee xxxxxx dated xxxxxx for Rs. 20,00,000/- (Rupees Twenty 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

Annexure II.

Queries on the Terms & Conditions, Services and Facilities provided:

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

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

Dated:

Authorized Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

**Annexure-III.
BID SECURITY UNDERTAKING FORM**

**(FORMAT OF BANK GUARANTEE (BG) FOR BID SECURITY)
(ON A NON-JUDICIAL STAMP PAPER OF RS.100.00)**

TO:
Asstt General Manager
Central Bank of India
Priority Sector Deptt(FI Cell)
2nf floor,
MMO Building, Fort, M G Road,
Mumbai-400023

Whereas _____ having its registered office at _____ (hereinafter called "the Bidder") has to submit its bid dated _____ for the "Supply, Commissioning, Installation, Testing, Integration, Configuration And Maintenance of Digital Vault also referred as Aadhaar Vault for Aadhaar storage solutions for storing of Aadhaar Numbers and any connected Aadhaar data on separate secure database/vault/system for Central Bank of India and its sponsored Regional Rural Banks. "as specified in Schedule of requirement against Tender Reference NO. _____ (hereinafter called "the Tender")

KNOW ALL MEN by these presents that we _____ having our Corporate Office at _____ (hereinafter called "the Bank") are bound to Central Bank of India, (hereinafter called "The Purchaser") in the sum of Rs. _____ (Rupees _____ only) for which payment well and truly to be made to the Purchaser, the Bank binds itself, its successors and assigns by these presents.

The conditions of this obligation are:

- If the Bidder withdraws their Bid during the period of Bid validity specified in the Tender: OR
- If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity -
 - Fails or refuse to execute the Contract or the Agreement/Forms as required OR
 - Fails or refuse to furnish the Performance Security, in accordance with the instruction to Bidder.

We, _____ under take to pay to the Purchaser up to an amount of Rs. _____ (Rupees _____ only) upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of anyone or both of two conditions specifying occurred condition or conditions.

Notwithstanding anything contained hereinabove;

- Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only)
- This Bank Guarantee shall be valid up to _____
- 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 _____. After which the bank shall be discharged from its liabilities.

Date this _____ day of _____ 2018 at _____

For and on behalf of _____ Bank.

sd/- _____

**Annexure IV-
Indicative Commercial bid (Price Schedule)**

**Primary Site (DC) & DR Site for Central Bank as well as for 3 sponsored RRBs
(Separately for Central Bank of India and for Sponsored 3 RRBs(With separate
instance for each RRB))**

A. One-time costs (Hardware with redundancy - 3 years warranty)

All One time costs (Hardware with 3 years warranty, 3 years warranty)							
Sr No		Item Description	Unit Price		Qty	Cost (C)	Total
							Cost (D)
			(A)		(B)	(C=A*B)	
							(D=C)
1)		Web Server	XXX		XXX	XXX	XXX
2)		Application Server	XXX		XXX	XXX	XXX
3)		Database Server	XXX		XXX	XXX	XXX
4)		UAT Server	XXX		XXX	XXX	XXX
5)		Backup server	XXX		XXX	XXX	XXX
6)		Tape Library	XXX		XXX	XXX	XXX
7)		HSM (for CBI and three RRBs - 2 DC(redundant), 2 at DR(redundant)), For UAT for CBI and three RRBs - 1 at DC	XXX		XXX	XXX	XXX
8)		Any other item if any (Racks, cabling etc)	XXX		XXX	XXX	XXX
9)		Storage	XXX		XXX	XXX	XXX
		Total (I)	XXX		XXX	XXX	XXX

- Backup should be complete within two hours and tape should be used LTO6 / LTO7

B. One-time costs (Software- 3 years warranty for Central Bank of India and 3 RRBs)

						Qty(licenses qty. instances) /			Total
					Unit Price		Cost (C)		Cost (D) (D=C)
	Sr.No		Item Description		(A)	(B)	(C=A*B)		
	1)		Backup Software as specified (Please specify no. of licenses required for App + DB)		XXX	Bidder has to provide	XXX		XXX
	2)		Operating System		XXX	Bidder has to provide	XXX		XXX
	3)		Web server		XXX	Bidder has to provide	XXX		XXX
	4)		Application server		XXX	Bidder has to provide	XXX		XXX
	5)		Database		XXX	Bidder has to provide	XXX		XXX
	6)		Aadhaar vault solution (4 instances)		XXX	1	XXX		XXX
	7)		File server encryption (Aadhaar documents, APBD,AV etc.) (4 instances)		XXX	1	XXX		XXX
	8)		UAT Server(App. Plus DB)		XXX	Bidder has to provide	XXX		XXX
	9)		Any other item if any		XXX	XXX	XXX		XXX
			Total (II)		XXX	XXX	XXX		XXX

* All functionalities / modules / applications/ interfaces / tools /APIs / SSL certificates etc. mentioned in SOW should be covered in point no 6

* Bank is having EULA arrangement for Oracle. Accordingly if the database proposed by the vendor is Oracle, no cost is to be mentioned.

*UAT setup shall be at DC only and accordingly requisite software/hardware/HSM etc should be factored. UAT Server should consist Application and Database in one server with four (4) instances (Central Bank of India and Sponsored 3 RRBs)

*Bidder has to integrate with CBS system of Central Bank of India (Bancs24) and CBS of 3 RRBs (Finacle) separately.

* If bank provides above items, cost of the respective items will be deducted and those items will be excluded from TCO. Bidder may take careful note of the above.

* Console should be provided to access any server.

* Back to back OEM support for hardware/software/Database/OS/licenses for the period of contract.

Server/hardware should be HBA RAID etc. (specification)

*RACK, cabling and other requisite infrastructure should be provided by bidder at DC and DR for entire contract period.

*Bidder should provide separate instance in same set of hardware/software for RRBs individually

*Bidder has to implement physically separate solution for Central Bank of India and for 3 RRBS(3 instances).

*Utilisation of Hardware/Device/storage/Tape Backup etc. should not be more than 70% at any given point of time

C. Recurring costs (Hardware for two years - AMC/ ATS)

Sr No	Item Description	Unit	Qty	Cost (C)	Total
		Price	(B)	(C=A*B)	Cost (D)
		(A)			(D=C)
1)	Web Server	XXX	XXX	XXX	XXX
2)	Application Server	XXX	XXX	XXX	XXX
3)	Database Server	XXX	XXX	XXX	XXX
4)	UAT Server		XXX		
5)	Backup server	XXX	XXX	XXX	XXX
6)	Tape Library and its solution	XXX	XXX	XXX	XXX
7)	HSM	XXX	5	XXX	XXX
8)	Storage	XXX	XXX	XXX	XXX
9)	Any other item if any	XXX	XXX	XXX	XXX
	Total (III)	XXX	XXX	XXX	XXX

D.Recurring costs (Software for two years - AMC /ATS)

Sr.No	Item Description	Unit	Qty	Cost	Total
		Price	(B)	(C)	Cost (D)
		(A)		(C=A*B)	(D=C)
1)	Backup Software as specified		Bidder has to provide		
		XXX		XXX	XXX
2)	Operating System - Specify	XXX	Bidder has to provide	XXX	XXX
3)	Web server (4 instances)	XXX	Bidder has to provide	XXX	XXX
4)	Application server	XXX	Bidder has to provide	XXX	XXX
5)	Database	XXX	Bidder has to provide	XXX	XXX
	UAT Server(App. Plus DB with 4 instances)	XXX	Bidder has to provide	XXX	XXX
6)	Aadhaar vault solution(4)	XXX	1	XXX	XXX
7)	File server encryption	XXX	1	XXX	XXX
8)	Any other item if any	XXX	XXX	XXX	XXX
	Total (IV)	XXX	XXX	XXX	XXX

*** All functionalities / modules / applications/ interfaces / tools /APIs / SSL certificates etc mentioned in SOW should be covered in point no 6**

E. Recurring costs (onsite support)

Sr No	Item Description	Unit	Qty	Cost (C)	Total
		Price			Cost (D)
		(A)	(B)	(C=A*B)	(D=C)
1)	On Site support cost - Aadhaar vault application-L1	XXX	4	XXX	XXX
2)	On Site Support cost - Aadhaar vault application-L2	XXX	1	XXX	XXX
	Total (V)	XXX	XXX	XXX	XXX

Manpower for customization will be used as and when required.

Note: Rate should be quoted for five year support. The above mentioned manpower is indicative only for TCO calculation. However, actual requirement may increase /decrease based on the requirement. Resources should be factored for 365*24*7.

F. Customisation Charges

Sr No	Description	Rate Per Man Days	Total Man Days	Total Amount
	Customisation Charges through Change Requests (*)		500	Total (VI)

(*) – The Customization charges are to be submitted for the five years period for 500 man days.

Total Cost of ownership (TCO)

Sr.No	Item Description	(A) Base Price	Item Cost (A)
1.	Total Hardware Cost (I)	XXX	XXX
2.	Total Software Cost (II)	XXX	XXX
3.	Total AMC Cost (III)	XXX	XXX
4.	Total ATS Cost (IV)	XXX	XXX
5.	Total Onsite support (V)	XXX	XXX
6.	Customisation Charges(VI)	XXX	XXX

Total Cost of Ownership (in figures)			XXX
Total Cost of Ownership (in words)			XXX

Note : Any other equipment / components required for successful implementation should be provided by the bidder. The cost (if any) of the same should be mentioned with details in the above commercial bid as part of TCO.

Additional Items (not part of TCO)

I. No.	Item (with description)	Unit Price
1		

PRICE STATEMENT

Grand Total for Central Bank of India Offer requirement, for price comparison purpose:

Five years Total Cost of Ownership (TCO) for **Supply, Commissioning, Installation, Testing, Configuration ,Integration And Maintenance of Digital Vault** also referred as Aadhaar Vault for Aadhaar storage solutions for storing of Aadhaar Numbers/customer related data and any connected Aadhaar data on separate secure database/vault/system for Central Bank of India and its sponsored 3 Regional Rural Banks arrived at adding 3 year comprehensive warranty price plus 2 years comprehensive support for hardware and Software charge (excluding GST and Octroi) is Rs. _____ (in figures) Rupees _____ (in words).

Place.

AUTHORISED SIGNATORY

Date.

Name:

Designation:

Vendor's Corporate Name :

Address :

Email and Phone:

Notes:

- Total Cost of Ownership (TCO) will be calculated by adding Hardware /Equipment cost, License Cost, Implementation cost, five year support and Maintenance cost and AMC / ATS of Hardware / Software for two years after the expiry of three years warranty.
- If bank provides above items, cost of the respective items will be deducted and those items will be excluded from TCO. "Bidder may take careful note of the above".
- Bidder must submit the licensing model applicable for the solution along with the commercial bid.
- TCO for five years should include all costs required for supply, implementation and maintenance of Digital vault referred as Aadhar Vault for the contract period.
 - ***Bank is having EULA arrangement for Oracle. Accordingly if the database proposed by the vendor is Oracle, no cost is to be mentioned. However, the license requirement should be clearly mentioned separately in the technical offer/document.***
 - ***If the proposed database is other than Oracle, the cost (original cost as well as ATS as mentioned above) should be mentioned and will be included in TCO.***
- The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.
- The price quoted by the bidder shall be exclusive of GST /Octroi, if any, will be paid by the bank additionally.
- Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.
 - Bidders to strictly quote in the format and for periods as mentioned above.
 - No counter condition/assumption in response to commercial bid will be accepted. Bank reserves the right to reject such bid
 - 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.
 - The Bidder should provide the cost of customization charged in terms of person days for the contract period (this is applicable for any customization which is outside the scope of work, technical specifications etc. defined in this RFP document).

- The efforts being put in for customization should be justified by the vendor through the FPA (functional point analysis) method and approved by Bank's internal effort estimation committee.
- While filling up the column "Item" above the bidder should specify each item with the configuration clearly and mention cost.
- Total TCO is for 5 years.
- The Hardware / OS required for installation of Bidder's proposed software and database shall be provided by the Bidder. Bidder shall provide the Server/OS/Database/Hardware item wise cost details separately. However Bank may consider Server/OS/Database/Hardware cost separately as per the Bank requirement as part of TCO or may not consider the same without informing to the vendor. The encryption hardware i.e. HSM should be provided by the bidder. HSM should have capability of Key rotation and handle the scalability/High availability.
- Make/Model/Configuration and Brand for all the items quoted should be enclosed
- In case any equipment subsequently required (not factored in the bid) bidder should provide the same without any additional cost to the Bank

Annexure-V
FUNTIONAL SPECIFICATION AND TECHNICAL SPECIFICATION

A: FUNCTIONAL SPECIFICATION

<u>Sr No</u>	<u>Sub Point</u>	<u>Features and Functional Description</u>	<u>Bidder's Compliance (Yes/No)</u>
<u>1</u>		Encryption of Aadhaar Number and any connected Aadhaar Data	
	<u>1.1</u>	The Aadhaar number and any connected data maintained on the Aadhaar Data Vault should be kept encrypted and access to it is strictly controlled only for authorized systems.	
	<u>1.2</u>	The platform needs to comply with the data encryption standards and storage policies requirements as mentioned by UIDAI.	
	<u>1.3</u>	All encryption keys should only be stored in HSM infrastructure as mandated by UIDAI.	
	<u>1.4</u>	UID Token should be stored as a mandatory part of solution.	
	<u>1.5</u>	Demographic match from the Aadhaar Data Vault should be done using the reference key. Aadhaar number should not be used in such cases.	
	<u>1.6</u>	The platform should be compliant / support API 2.5 as designed by UIDAI	
<u>2</u>		Generation of Reference Number	
	<u>2.1</u>	Each Aadhaar number is to be referred by an additional key called as Reference key. The proposed solution should have the ability to generate a reference value (key) which should get automatically associated with the Aadhaar Number or any other data stored in the vault.	
	<u>2.2</u>	Mapping of the reference key and Aadhaar number is to be maintained in the Aadhaar Data	

		<u>Vault in encrypted format.</u>	
	<u>2.3</u>	<u>The reference number generated as such should be unique for each Aadhaar number. The chosen</u>	

<u>Sr No</u>	<u>Sub Point</u>	<u>Features and Functional Description</u>	<u>Bidder's Compliance (Yes/No)</u>
		reference key method should ensure that the recovery of the associated Aadhaar Number must not be computationally feasible knowing only the reference keys or number of reference keys. <u>Reverse engineering of the reference key or a series of reference keys to compute the Aadhaar number should not be technically possible as mandated by UIDAI.</u>	
	<u>2.4</u>	<u>The solution should be capable of maintaining the integrity of encrypted Aadhaar number associated with reference key.</u>	
<u>3</u>		<u>Retrieval of reference number</u>	
	<u>3.1</u>	<u>ADV should search for existence of encrypted Aadhaar Number in the storage during every call to store Aadhaar Number in ADV. If the encrypted value of the Aadhaar number being stored already exists in the ADV storage, then the same associated reference number should be returned back.</u>	
<u>4</u>		<u>Support Storage of UID</u>	
	<u>4.1</u>	<u>The ADV solution provided by the bidder shall support storage of 72 digit UID.</u>	
<u>5</u>		<u>Support Storage of Scanned Aadhaar Card PDF / Image File</u>	
	<u>5.1</u>	<u>The ADV solution provided by the bidder shall support encryption and storage of scanned Aadhaar Card PDF / Image file and any other document / images as per the data</u>	

		encryption and storage guidelines issued by UIDAI in a separate File Server.	
<u>6</u>		<u>Implementation under HA Mode</u>	

<u>Sr No</u>	<u>Sub Point</u>	<u>Features and Functional Description</u>	<u>Bidder's Compliance (Yes/No)</u>
	<u>6.1</u>	The ADV solution provided by the bidder shall support implementation of the solution at Bank's Data Center and DR Location with redundant configuration. The Solution shall be highly scalable to meet the future requirements of the Bank.	
	<u>6.2</u>	The solution shall be configured in High Availability mode at both DC and DR locations with no single point of failure. The Solution should have capabilities for Auto Sync for the DC and DR Location with same level of security.	
<u>7</u>		<u>Implementation in a highly secured network Zone</u>	
	<u>7.1</u>	The bidder should assist Central Bank of India team for implementation of the Aadhaar Data Vault Solution in a highly restricted network zone. The storage of Aadhaar number / data along with the referencing system should be isolated from any untrusted zone and other internal network zones as mandated by UIDAI.	
<u>8</u>		<u>User Management Functionality</u>	
	<u>8.1</u>	ADV platform offered by the bidder should be capable of providing a GUI for enabling creation of multiple API / Admin users. Authorized Bank Officials should be able to login to this web based platform and should be to create multiple Admin / API users.	

	<u>8.2</u>	This web based interface should also support Edit / Delete / Modify user/reset password functionality.	
<u>9</u>		Non Repudiation of Stored Data	
	<u>9.1</u>	ADV platform provided by the bidder shall support Non repudiation of stored data in database or storage and should	

<u>Sr No</u>	<u>Sub Point</u>	<u>Features and Functional Description</u>	<u>Bidder's Compliance (Yes/No)</u>
		not permit any user to replace the encrypted Aadhaar number / data associated with Reference number value with another encrypted Aadhaar number / data.	
<u>10</u>		API's for interfacing with ADV platform	
	<u>10.1</u>	Only trusted communications must be permitted in and out of the vault. This should be ideally be done via API / Micro Service dedicated to get the mapping and controlling access to the API/ Micro-Service at application level. Any authorised users needing to access this mapping must access via applications allowing them to view / access data with appropriate user authentication.	
	<u>10.2</u>	ADV platform provided by the bidder shall support at least Java as well as .NET based API's or web services for Integration or should be platform independent. The Aadhaar Data Vault Solution should be capable to interface with the Bank's applications and the Client API should be made available for accessing Aadhaar Data Vault as a part of the solution. The bidder should assist Bank for sub system integration with Aadhaar Data Vault with the Web Services / APIs.	

<u>11</u>		<u>Guidelines</u>	
	<u>11.1</u>	<u>Platform should meet all Aadhaar Data Vault guidelines issued by UIDAI from time to time.</u>	
<u>12</u>		<u>Security</u>	
		<u>The ADV Solution should support and adhere to:</u>	
	<u>12.1</u>	<u>Security framework for AUA/ASA/KA's</u>	
	<u>12.2</u>	<u>Security framework for authentication system</u>	

<u>Sr No</u>	<u>Sub Point</u>	<u>Features and Functional Description</u>	<u>Bidder's Compliance (Yes/No)</u>
	<u>12.3</u>	<u>Support for Security audit by UIDAI security consultant or Bank appointed consultant.</u>	
<u>13</u>		<u>Following guidelines (issued by UIDAI) are required to be followed. domains will be covered to achieve the above objectives</u>	
	<u>13.1</u>	<u>Aadhaar Act (2016),</u>	
	<u>13.2</u>	<u>Aadhaar (Authentication) Regulations 2016,</u>	
	<u>13.3</u>	<u>Aadhaar (Data Security) Regulations 2016,</u>	
	<u>13.4</u>	<u>Aadhaar (Sharing of Information) Regulations, 2016</u>	
	<u>13.5</u>	<u>UIDAI Information Security Policy</u>	
<u>14</u>		<u>Bidder shall abide by the ISMS framework of the Bank which includes Incident Management, Change Management and Capacity management etc.</u>	
<u>15</u>		<u>Support for ABPS,Subsidy.Account validation and related functionality</u>	
<u>16</u>		<u>Support for PFMS and related functionalities</u>	
<u>17</u>		<u>Ability to integrate with all delivery and extended channels</u>	
<u>18</u>		<u>Hashing used for API</u>	
<u>19</u>		<u>Parameterized API,Filed Types,Users etc.</u>	
<u>20</u>		<u>Parametrised Reference Key</u>	
<u>21</u>		<u>Compliance UIDAI</u>	

	<u>FAQ,Circulars,Notifications</u>	
	<u>Total</u>	

B: TECHNICAL SPECIFICATION

<u>S. No</u>	<u>Specification</u>	<u>Bidder's Compliance (Yes/No)</u>
<u>1</u>	The Platform should support user management integration with Active Directory for validate user credentials	
<u>2</u>	The solution should be capable of Supporting Encryption Algorithms such as 3DES, AES-256, SHA-256, SHA-384, SHA- 512, RSA-2048, RSA-3072, RSA-4096 used for encrypting Aadhaar Number and Aadhaar related data.	
<u>3</u>	The Aadhaar Data Vault solution should support the key rotation.	
<u>4</u>	The Application should have the capabilities for updating / retrieving the Aadhaar Number or related data from Aadhaar Data Vault, during the Key Rotation of the HSM Keys. The Activity should not require any Downtime.	
<u>5</u>	Auditing and Logging: The Aadhaar Data Vault Solution should have the capability of detailed logging and audit tracking of all key state changes, administrator access and policy changes. The Audit trails should be securely stored and signed for nonrepudiation. The logs should be integrated with the Bank's SIEM tool for monitoring and alerting.	
<u>6</u>	Aadhaar Data Vault solution should support User Access restrictions with various access rights	
<u>7</u>	The solution must be able to support storage of the root of trust master Key on a FIPS 140-2, minimum Level 2 certified HSM device.	
<u>8</u>	Aadhaar Data Vault solution should be scaled to higher TPS on the same HSM, solution should be field upgradable(at installation location) and should not involve additional procurement of hardware post solution is implemented.	
<u>9</u>	The Aadhaar Data Vault solution should be designed to achieve 100 TPS with a 5-year projection of 200 TPS.	
<u>10</u>	Aadhaar Data Vault solution should have the capability to support the Bulk Insertion of records with Unique Token for each Aadhaar Number.	

<u>S.</u>	<u>Specification</u>	<u>Bidder's Compliance</u>
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<u>No</u>		<u>(Yes/No)</u>
<u>11</u>	The software should be able to tokenize numeric / alpha numeric and special character other than Aadhaar numbers in its current version.	
<u>12</u>	The Solution should be capable of managing at least 100 concurrent connections including APIs, database and related system , scalable with 10 % rise every year	
<u>13</u>	The ADV platform provided by the bidder should support the Oracle, MS SQL, MySQL Database.	
<u>14</u>	The ADV platform should have the ability to integrate in the existing PIM (Privilege identity Management) / PAM (Privilege access Management) system for authentication.	
<u>15</u>	The ADV platform provided by the bidder must implement strong access controls and authentication measures. It should have ability to provision granular access control and shall support monitoring and logging of access.	
<u>16</u>	The admin and user roles should be segregated.	
<u>17</u>	User access should be locked in case of 5 unsuccessful login attempts. Audit log of all the activities carried out in Aadhaar data vault should be maintained as per the policies mandated by UIDAI.	
<u>18</u>	The ADV platform provided by the bidder shall support highly secured communication between the internal business applications of Central Bank of India and ADV platform.	
<u>19</u>	The Security between Client Application consuming API / web service and Aadhaar Data vault shall be permitted only after successful validation of the below mentioned parameters : • <u>IP Validation</u> • <u>User ID and Password</u>	
<u>20</u>	The offered Aadhaar Data Vault solution should support IPV 6	
	<u>Total</u>	

All the items mentioned above are mandatory items which need to be provided by the Bidder. In order to technically qualify the Bidder must have all items/Solutions readily available. Hence in the above case out of the above mentioned items, the Bidder's solution should have all items/Solutions readily available. Other mandatory items, if not readily available, must be customized and provided within the given time schedule, without any additional cost. The bidder should provide the relevant documents acceptable to the technical evaluation committee at the time of the evaluation. The Bidder may be asked to demonstrate the item mentioned as available under the "response by Bidder" column.

The Bidder should compliance all specification. In case of no in compliance column, bid will be rejected.

Annexure-VI
Organizational Profile

Note: The bidder shall fill the table given below:

S.No.	Details	Page No. of Supporting Papers
1.	Name & Address of the agency, Tel/ Fax/Email Details	
2.	Date of Establishment of Company (enclose evidence) (Should be in existence for last two years)	
3.	Total work experience (In years)	
4.	Annual Turnover (enclose balance Sheet or CA's Certificate) 1) 2017-18 2) 2016-17	
5.	Is your agency a Proprietorship / Partnership or registered under the Companies Act. Please give details & enclose Certificate	

6.	List of present clients (enclose details)	
7.	Details of past experience: (enclose details)	
8.	Details of Income Tax Registration: (Enclose PAN Details)	
9.	GST Registration Details: (Enclose registration certificate)	
10.	Nature of Company whether exclusive Company or Separate Division (enclose details)	
11.	Any other information	

Sl.	Item	Details
1.	<u>Name of Company</u>	
2.	<u>Postal Address</u>	
3.	<u>Telephone/ Mobile and Fax numbers</u>	
4.	<u>Constitution of the Company</u>	
5.	<u>Name and designation of the person authorized to make</u>	

	<u>commitments to the Central Bank of India</u>	
<u>6.</u>	<u>Email Address</u>	
<u>7.</u>	<u>Total work experience</u>	
<u>8.</u>	<u>Is your agency a Proprietorship / Partnership or registered under the Companies Act. Please give details & enclose Certificate</u>	
	<u>Year of commencement of Business</u>	
	<u>Turnover of the company</u> <u>(not of group)</u> • <u>17</u> • <u>18</u>	
	<u>Profit / Net Worth of the company (not of group)</u> • <u>17</u> • <u>18</u>	
<u>10.</u>	<u>Sales Tax Number</u>	
<u>11.</u>	<u>Income Tax Number</u>	
<u>12.</u>	<u>CST Number</u>	
<u>13.</u>	<u>GST Number</u>	
<u>14.</u>	<u>Whether direct manufacturer or System Integrator</u>	
<u>15.</u>	<u>Name of the OEM</u>	
<u>16.</u>	<u>Names and addresses of the principal bankers with whom major credit facilities (fund / non-fund) are being enjoyed (Also mention names of the banks in consortium, names of the contact officials of the bank, phone & fax numbers etc.)</u>	
<u>17.</u>	<u>Integrity Pact</u>	
<u>18.</u>	<u>List of present clients</u> <u>(enclose details)</u>	

This is to certify that I have read and understood the enclosed brief and other Terms & Conditions and all the supporting documents have been enclosed, and the information given by me is true to the best of my knowledge.

Note: 1) Use separate sheet where required.

- Signature of Bidder
(WithSeal)
2) Attach DD for Tender Fee and Earnest Money Deposit along with necessary documents.

Annexure-VII

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 **"Digital Vault also referred as Aadhaar Vault for Aadhaar storage solutions for storing of Aadhaar Numbers and any connected Aadhaar data on separate secure database/vault/system for Central Bank of India and its sponsored Regional Rural Banks."** (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 **"Digital Vault also referred as Aadhaar Vault for Aadhaar storage solutions for storing of Aadhaar Numbers and any connected Aadhaar data on separate secure database/vault/system for Central Bank of India and its sponsored Regional Rural Banks."**, 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 **"Digital Vault also referred as Aadhaar Vault for Aadhaar storage solutions for storing of Aadhaar Numbers and any connected Aadhaar data on separate secure database/vault/system for Central Bank of India and its sponsored Regional Rural Banks."** 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 **"Digital Vault also referred as Aadhaar Vault for Aadhaar storage solutions for storing of Aadhaar Numbers and any connected Aadhaar data on separate secure database/vault/system for Central Bank of India and its sponsored Regional Rural Banks."** to perform as per the said contract, and also failure of the contractor to maintain the **"Digital Vault also referred as Aadhaar Vault for Aadhaar storage solutions for storing of Aadhaar Numbers and any connected Aadhaar data on separate secure database/vault/system for Central Bank of India and its sponsored Regional Rural Banks."** 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 **"Digital Vault also referred as Aadhaar Vault for Aadhaar storage solutions for storing of Aadhaar Numbers and any**

connected Aadhaar data on separate secure database/vault/system for Central Bank of India and its sponsored Regional Rural Banks.” has failed to perform as per the said contract, and also as to whether the contractor has failed to maintain the **“Digital Vault also referred as Aadhaar Vault for Aadhaar storage solutions for storing of Aadhaar Numbers and any connected Aadhaar data on separate secure database/vault/system for Central Bank of India and its sponsored Regional Rural Banks.”** 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 ----- 2015 at -----

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

sd/- -----

Annexure-VIII

Manufacturer Authorization Form

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

To

The General Manager- IT

Central Bank Of India

DIT, Plot no 26, Sector-11

CBD Belapur, Navi Mumbai 400 614

Sir,

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

The model(s) / product(s) proposed in this rate contract is covered under 5 Yrs (3 Yrs Wty + 2 Yrs AMC) onsite comprehensive support from the date of installation of product. We hereby extend our guarantee and warranty during this 5 year period as per terms and conditions of the RFP and the contract for the equipment and services offered for supply against this RFP by the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP in respect of such equipments and services.

We assure you that in the event of M/s not being able to fulfill its obligation as M/s bidder in respect of the warranty and AMC terms defined in the RFP,

..... (OEM Name) would continue to meet these either directly or through alternate arrangements without any additional cost to the Bank.

Yours Faithfully

Authorised Signatory

Name:

designation

Phone No. Fax E-mail

ANNEXURE-IX.
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.

- 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.
1. **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.
- **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-X.

Conformity Letter

(Proforma of letter to be given by all the Vendors participating in the Tender on their official letterheads)

To

Asstt General Manager
Central Bank of India
DIT
1st floor,
CBD Belapur
Navi Mumbai-400614

Sir,

Sub: RFP for Selection of Agency for **Aadhaar storage solutions for storing of Aadhaar Numbers and any connected Aadhaar data on separate secure database/vault/system for Central Bank of India and its sponsored Regional Rural Banks**

Further to our proposal dated XXXXXXXX, in response to the tender Document issued by Central Bank of India ("**Bank**") we hereby covenant, warrant and confirm as follows:

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

Yours faithfully,

Authorized Signatory

Designation

Bidder's corporate name

Annexure-XI
Compliance Certificate

To,
Asstt General Manager
Central Bank of India
DIT
1st floor,
CBD Belapur
Navi Mumbai-400614

Date :

Dear Sir,
Ref:

1. Having examined the Tender Documents including all annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide the solution in conformity with the said Tender Documents and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this Tender.

2. We confirm that this offer is valid for six months from the last date for submission of Tender Documents to the Bank.

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

4. We undertake that if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

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

6. We have never been barred / blacklisted by any regulatory / statutory authority in India. In case Bank later comes to know of it, the agreement shall stand terminated.

- The bidder/OEM is not NPA in any of the banks.
- Bidder has to submit undertaking in writing for assurance from application providers /OEMs that application is free from embedded malicious / fraudulent code.

Signed Dated
Seal & Signature of the bidder
Phone No.:
Fax:
Email

Annexure-XII

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)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(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 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

Section 4 – Compensation for Damages

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

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

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

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

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

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

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

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

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

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

Section 8 – Independent External Monitor / Monitors

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

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Managing Director and CEO, 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 Managing Director and CEO, CENTRAL BANK OF INDIA within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

Section 9 – Pact Duration

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

Section 10 – Other provisions

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

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

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

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

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

(For & On behalf of the Principal)

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

(Office Seal)

(Office Seal)

Place_____

Place_____

Date_____

Date_____

Witness1:

Witness1:

Name & Address

Name & Address

Witness 2:
Name & Address

Witness 2:
Name & Address

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-----	_____
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GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with CENTRAL BANK OF INDIA shall apply for registration in the prescribed Application –Form.

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by CENTRAL BANK OF INDIA.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA. IF ANY.

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Bank, it shall be confirmed whether it is real substantial Bank and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by CENTRAL BANK OF INDIA in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by CENTRAL BANK OF INDIA in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by CENTRAL BANK OF INDIA. Besides this there would be a penalty of banning business dealings with CENTRAL BANK OF INDIA or damage or payment of a named sum.

Guidelines on Banning of Business Dealing

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1. Introduction

1.1 Central Bank of India, being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. CENTRAL BANK OF INDIA has also to safeguard its commercial interests. CENTRAL BANK OF INDIA deals with *Agencies*, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of CENTRAL BANK OF INDIA to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on CENTRAL BANK OF INDIA to observe principles of natural justice before banning the business dealings with any Agency.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

2.1 The General Conditions of Contract (GCC) of CENTRAL BANK OF INDIA generally provide that CENTRAL BANK OF INDIA reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.

2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.

2.3 However, absence of such a clause does not in any way restrict the right of Bank (CENTRAL BANK OF INDIA) to take action / decision under these guidelines in appropriate cases.

2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.5 These guidelines apply to all the Units and subsidiaries of CENTRAL BANK OF INDIA.

2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.

2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

i) *'Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer'* shall mean and include a public limited Bank or a private limited Bank, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. *'Party / Contractor / Supplier / Purchaser / Customer/*

Bidder / Tenderer' in the context of these guidelines is indicated as

'Agency'.

ii) *'Inter-connected Agency'* shall mean two or more companies having any of the following features:

a) If one is a subsidiary of the other.

b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;

c) If management is common;

d) If one owns or controls the other in any manner;

iii) *'Competent Authority'* and *'Appellate Authority'* shall mean the following:

a) For Bank (entire CENTRAL BANK OF INDIA) wide Banning Executive Director (GAD) shall be the „Competent Authority“ for the purpose of these guidelines. Managing Director and CEO, CENTRAL BANK OF INDIA shall be the „Appellate Authority“ in respect of such cases except banning of business dealings with Foreign Suppliers of imported coal/coke.

b) For banning of business dealings with Foreign Suppliers of imported goods, CENTRAL BANK OF INDIA Executive Directors' Committee (EDC) shall be the „Competent Authority“. The Appeal against the Order passed by EDC, shall lie with Managing Director and CEO, as First Appellate Authority.

c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach CENTRAL BANK OF INDIA Board as Second Appellate Authority.

d) For Zonal Offices only

Any officer not below the rank of Deputy General Manager appointed or nominated by the Head of Zonal Office shall be the '*Competent Authority*' for the purpose of these guidelines. The Head of the concerned Zonal Office shall be the '*Appellate Authority*' in all such cases.

e) For Corporate Office only

For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Head of GAD shall be the

Competent Authority" and concerned Executive Director (GAD) shall be the "Appellate Authority".

e) Managing Director and CEO, CENTRAL BANK OF INDIA shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

iv) '*Investigating Department*' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

v) '*List of approved Agencies - Parties / Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers*' shall mean and include list of approved / registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers, etc.

4. Initiation of Banning / Suspension

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Unit /Corporate Vigilance may also be competent to advise such action.

5. Suspension of Business Dealings

5.1 If the conduct of any Agency dealing with CENTRAL BANK OF INDIA is under investigation by any department (except Foreign Suppliers of imported goods), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 The order of suspension shall be communicated to all Departmental Heads within the Plants / Units. During the period of suspension, no business dealing may be held with the Agency.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of CENTRAL BANK OF INDIA, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to ED (GAD), CENTRAL BANK OF INDIA Corporate Office alongwith the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Units and Subsidiaries of CENTRAL BANK OF INDIA to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Units by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.

5.5 For suspension of business dealings with Foreign Suppliers of imported goods, following shall be the procedure:-

i) Suspension of the foreign suppliers shall apply throughout the Bank including Subsidiaries.

ii) Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, GAD to place it before Executive Directors Committee (EDC) with ED (GAD) as Convener of the Committee. The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, GAD.

iii) If EDC opines that it is a fit case for suspension, EDC may pass necessary orders which shall be communicated to the foreign supplier by ED, GAD.

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Ground on which Banning of Business Dealings can be initiated

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or CENTRAL BANK OF INDIA, during the last five years;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;

6.4 If the Agency continuously refuses to return / refund the dues of CENTRAL BANK OF INDIA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;

6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging /forging /tampering of documents;

6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Bank (CENTRAL BANK OF INDIA) or its official in acceptance / performances of the job under the contract;

6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Bank (CENTRAL BANK OF INDIA) or not;

6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide/ unlawful acts or improper conduct on his part in matters relating to the Bank (CENTRAL BANK OF INDIA) or even otherwise;

6.12 Established litigant nature of the Agency to derive undue benefit;

6.13 Continued poor performance of the Agency in several contracts;

6.14 If the Agency misuses the premises or facilities of the Bank (CENTRAL BANK OF INDIA), forcefully occupies, tampers or damages the Bank's properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7 Banning of Business Dealings

7.1 A decision to ban business dealings with any Agency should apply throughout the Bank including Subsidiaries.

7.2 There will be a Standing Committee in each Zone to be appointed by Head of Zonal Office for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers of goods. However, for procurement of items / award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager / Dy. General Manager each from Operations, Law & GAD. Member from GAD shall be the convener of the committee. The functions of the committee shall, inter-alia include:

i) To study the report of the Investigating Agency and decide if a prima-facie case for Bank-wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.

ii) To recommend for issue of show-cause notice to the Agency by the concerned department.

iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.

iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.3 If Bank wide banning is contemplated by the banning Committee of any Zone, the proposal should be sent by the committee to ED (GAD) through the Head of the Zonal Office setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents. GAD shall get feedback about that agency from all other Zones and based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for Bank wide banning, then the case shall be sent back to the Head of Zonal Office for further action at the Zone level. If the prima-facie decision for Bank-wide banning has been taken, ED (GAD) shall issue a show-cause notice to the agency conveying why it should not be banned throughout CENTRAL BANK OF INDIA.

After considering the reply of the Agency and other circumstances and facts of the case, ED (GAD) will submit the case to the Competent Authority to take a final decision for Bank-wide banning or otherwise.

7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

7.5 Procedure for Banning of Business Dealings with Foreign Suppliers of imported goods.

☐ Banning of the agencies shall apply throughout the Bank including Subsidiaries.

☐ Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, GAD to place it before Executive Directors" Committee (EDC) with ED (GAD) as Convener of the Committee.

☐ The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, GAD.

☐ If EDC opines that it is a fit case for initiating banning action, it will direct ED (GAD) to issue show-cause notice to the agency for replying within a reasonable period.

- ☐ On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED (GAD) to EDC for consideration & decision.
- ☐ The decision of the EDC shall be communicated to the agency by ED (GAD).

8 Removal from List of Approved Agencies - Suppliers / Contractors, etc.

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but Limited Tender Enquiry (LTE) may not be given to the Agency concerned.

8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9 Show-cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.

9.2 If the Agency requests for inspection of any relevant document in possession of CENTRAL BANK OF INDIA, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order:

a) For exonerating the Agency if the charges are not established;

b) For removing the Agency from the list of approved Suppliers / Contractors, etc.

c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10 Appeal against the Decision of the Competent Authority

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11 Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee/EDC as the case may be for examination and recommendation.

12 Circulation of the names of Agencies with whom Business Dealings have been banned

12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

12.3 If business dealings with any Agency has been banned by the Central or State Government or any other Public Sector Enterprise, CENTRAL BANK OF INDIA may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

12.4 Based on the above, Zonal Offices may formulate their own procedure for implementation of the Guidelines and same be made a part of the tender documents.

Annexure XIII: 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 L-1 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	Initially, the auction will be of one 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. This feature will be explained during training.
Price Bid evaluation and award of purchase order	☐ At the end of reverse auction process, L1 of Reverse Auction will be identified. ☐ 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

(Documentary evidence should be provided along with technical bid)

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