



Central Bank of India

Request for Proposal (RFP)

Selection of Agency for AEPS & RUPAY transactions Reconciliation on Processing Model

Tender Reference Number: CO:FI: 2017-18:53 dated 31.1.2018

Cost of Tender Document: Rs.1000/-

List of abbreviations

AMC –	Annual Maintenance Contract
ATS –	Annual Technical Support
BOM –	Bill of Material
CBS –	Core Banking Solution
CO-	Central Office
DC –	Data Centre
DR-	Disaster Recovery
EMD –	Earnest Money Deposit
OEM –	Original Equipment Manufacturer
PBG –	Performance Bank Guarantee
RFP –	Request for Proposal
SLA –	Service Level Agreement
ZO-	Zonal Office
PO-	Purchase Order
Vendor-	Successful bidder
OEM-	Original Equipment Manufacturer
CGST-	Central Goods AND Services Tax
SGST-	State Goods and Services Tax
IGST-	Interstate Goods and Services Tax
ITR-	Input Tax Credit
GST-	Goods AND Services Tax
GSTR-	Goods AND Services Tax Return
SI-	System Integrator

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1. Introduction

Central Bank of India is one of the leading nationalized Banks of the country, has a national presence through a widespread network of more than 4700 network of branches, offices spread across the length and breadth of 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 known for providing new innovative and customer friendly service.

Bank is providing the various modes for Funds Transfer. One of them is AEPS & RUPAY (Aadhaar Enabled payment system & Rupay transactions through Micro ATM) of NPCI for various types of transactions. AEPS & RUPAY offers an instant, 24X7, interbank electronic fund transfer / cash deposit / cash withdrawal / mini statement / balance enquiry etc service from one account to another account through HHD / Laptop / Tab etc and other Delivery Channels.

Following are the modes enabled by the Bank at present for Funds Transfer through AEPS & RUPAY.

Bank is providing Aadhaar Enabled Payment system (AEPS) facility for making payment through thumb imprint.

In AEPS, there are 2 major concepts. 1. AEPS ONUS and 2. AEPS OFFUS.

In AEPS ONUS Transactions, customer and BC belongs from same Bank for transacting.

In AEPS OFFUS Transactions, again there are two types. 1. Acquirer 2. Issuer.

In Acquire Transaction, other Bank customer comes to BC Bank for transacting.

In Issuer Transaction, Bank customer goes to other Bank BC for transacting.

As of now, in AEPS OFFUS Transaction setup, the following facilities are available.

- a) Balance Inquiry.
- b) Cash Deposit.
- c) Cash Withdrawal
- d) Funds Transfer
- e) Mini Statement

As of now, in Rupay OFFUS Transaction setup, the following facilities are available.

- a) Balance Inquiry.
- b) Cash Withdrawal
- c) Mini Statement

The Bank will invite request for proposal from Eligible bidders for Reconciliation Module for AEPS & RUPAY on Processing Model. The vendor shall also propose the Hardware required for the successful implementation of the proposed solution.

The Bank intends to issue this bid document to the bidders to participate in the competitive bidding for Reconciliation Module for AEPS & RUPAY Transactions on Processing Model.

The Period of Contract shall be for a period of Five years. The date of contract will commence from Go live date subject to acceptance by Bank. The contract dates would be decided mutually upon the commencement of the project.

The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the bank and any successful bidder as identified by the bank, after completion of the selection process as detailed in this document.

1.1 Invitation for RFP .

Request for Proposal for the Selection of Agency for AEPS & RUPAY Reconciliation on Processing Model for Central Bank of India. The agency shall be responsible for providing all types of services, as mentioned in Tender document & Scope of Work, as a part of this project.

I. Central Bank of India invites technical and financial bids from bidders for providing AEPS & RUPAY Recon Services. The bidders, who intend to participate in this bid, are required to follow the below mentioned stages:

1. Bid Submission
2. Opening of Pre-Qualification and Technical Bid
3. Evaluation of Technical bid
4. Presentation
5. Opening of Financial bid for all qualified bidders
6. Reverse Auction of Financial Bids
7. The Successful Bidder (L1) in the Reverse Auction shall be called for negotiations for award of the Contract.

II. Interested companies may download the RFP document from the website www.centralbankofindia.co.in.

III. Central Bank of India reserves the right to reject any or all the Proposals in whole or part without assigning any reasons.

IV. This RFP document is not transferable.

V. Bid Validity: 180 days

The bidder must submit the Demand Draft (DD) of Rs. 1000/- towards tender fee (Non Refundable) and Rs.50,000/-(Fifty thousand only) towards EMD amount in sealed cover.

The sealed cover should super scribe as “Tender fees”& Bid Security/EMD for the tender for “Selection of Agency for AEPS & RUPAY Reconciliation on Processing Model”. Tender fees must be in the form of Demand Draft& EMD(Earnest Money Deposit) can be in the form of Bank Guarantee or Demand Draft. Both these must be in the name of “Accounts Officer, Central Bank of India, Mumbai” only along with the covering letter with a validity of 3 months for DD and 6 months for Bank Guarantee from tender opening date.

1.2 Important Dates

Sr.No.	Information	Details
1.	Date of opening of Tender	Date:- 31 st January, 2018
2.	Last date of Sending pre bid queries	Date:- 8 th February , 2018
3.	Date of Pre-bid meeting	Date :- 17th February , 2018
4.	Last date and time for submission Tender Document	Date: 5th March , 2018 Time: 3.00 PM

5.	Place, date and time for opening of technical proposals	Place: Financial Inclusion Deptt. Mumbai. Date: 6th March , 2018 Time: 11.00 AM
6.	Place, date and time for opening of Financial Proposals	Financial Inclusion Dept., Mumbai Date: 8.3.2018 Time: 11.00 AM

1.3 Amendment to RFP

1. At any time prior to the deadline for submission of bids, Bank may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents.

1.4 Validity of proposal

Proposals shall remain valid for a period of 180 days (One Hundred and Eighty days) after the date of Proposal opening prescribed in the RFP. A Proposal valid for shorter period may be rejected as non- responsive. Bank may solicit the bidders' consent to an extension of Proposal validity (but without the modification in Proposals).

1.5 Right to Accept / Reject proposal

Bank reserves the right to accept or reject any proposal, and to annul the proposal process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

1.6 Preparation of Proposal

1. The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall not be valid. Give Page numbers to all pages of the proposal.
2. The Proposal shall be typed or written in indelible ink (if required) and shall be initialed on all pages by authorized representative of the bidder to bind the bidder to the contract. The authorization shall be indicated by Board Resolution/ Power of Attorney and shall accompany the proposal

3. In addition to the identification, the covering letter shall indicate the name and address of the bidder to enable the proposal to be returned in the case it is declared late pursuant, and for matching purposes
4. The information submitted must be definitive and specific. Vague terms, incomplete information, counter offers, and 'uncalled for' correspondence shall not be entertained.
5. Alteration / Rewording / Deletion / Correction of any part in the Tender Document is not permitted. If found in any bid proposal, the bid may be liable to be rejected without prior intimation to the bidder.
6. Bidder is required to submit the complete proposal along with required forms etc. The proposal shall be exactly according to the presented formats given in the Tender documents. All columns of the prescribed formats should be filled, and all questions in the tender document must be answered. Any additional information should be enclosed separately and referred to in the relevant column in the proposal formats. Modifications / rewording of formats shall not be acceptable. Where no price is proposed to be charged for any item or its parts required to be supplied, it should be clearly mentioned in words.
7. The technical response should be concise. Any response not as per the specified format may be liable to be rejected. No marketing literature pertaining to the bidder should be enclosed along with the proposal. If enclosed, it may be treated as disqualification
8. Committee would ask Bidder(s) for detailed presentations. All such shall be at the cost of bidder.
9. The envelopes should be addressed to:

Mr N. Anjaneyulu
Asstt.GeneralManager-FI
Central Bank of India,
Priority Sector Dept, (FI Cell)
2nd Floor,
MMO Building, Fort, M G Road,
MUMBAI – 400 023

10. The bidder is expected to examine carefully all instructions, forms, terms and specifications in the Tender document. Failure to furnish all information required in the Tender Document or submission of a proposal not substantially responsive to the Tender Document in every respect will be at the bidder's risk and shall result in rejection of the proposal.

1.7. For Respondent only

The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") i.e. Government Organization/PSU/ Limited Company or a partnership firm and no other person or organization.

1.8. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

1.9. Recipient obligation to inform itself

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

1.10. Errors and Omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than five business days prior to the due date for lodgment of Response to RFP.

1.11. Content of Bids

1) Technical Bid

While sending the Technical Bid, the agencies need to send the following in three separate envelopes:

- Tender Fee DD
- EMD DD/ BG
- Technical Bid

Following items should be accompanied with the technical bid form.

I. Information called for in the technical bid form along with any other supporting documents mentioned in this tender document.

II. Tender fee of Rs.1000/- (Rupees Five Thousand only) in the form of Demand Draft from any schedule commercial Bank drawn in favor of 'Central Bank of India' payable at Mumbai.

III. Earnest Money Deposit (EMD) through a Schedule Bank Demand Draft or Bank Guarantee of Rs. 50,000/- (Rupees Fifty Thousand) in the favor of "Central Bank of India" payable at Mumbai, must be attached with the technical bid. The EMD should remain valid for a period of six months from the tender opening date.

IV. The EMD of the unsuccessful bidders will be returned on rejection of the bid. No interest shall be given on the EMD.

2) Financial Bid

The final financial bid should be exclusive of GST and inclusive of other taxes duty and other taxes, variation in the cost of labour/ material. 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.

1.12 Bid Evaluation

a. Scrutiny of the tender document will be done by a Tender Committee to determine whether the documents have been properly signed, Earnest Money Deposit (EMD) paid and all relevant papers submitted. Tenders not conforming to such requirements will be prima facie rejected.

b. The Committee would first thoroughly check the technical bid form and supported documents. The bidders who meet the technical eligibility criteria will be required to give a presentation / Demo of the solution offered in compliance to the scope of Work (duration of approximately 30 minutes including Q&A).

d. The High Level Committee would evaluate the quality of Bidders based in the Demo / Presentation given by the bidder. The solution offered by the bidder should comply with all the requirements as mentioned in the scope of work.

e. The Commercial bid of those bidders who qualify in the technical evaluation will only be opened. All other Commercial bids will not be opened. The bidder who quoted lowest in the Reverse Auction will be of the successful (L1) bidder.

f. Bank reserves the right to negotiate with the L1 bidder before the award of contract.

f. Bank does not bind itself to accept the lowest or any particular tender and has the right to refuse any Tender without assigning any reason or select any Bidder that is in the final evaluation list.

g. Bank reserves the sole right for carrying out amendments/modification/changes including any addendum to this tender document. All Bidders who have received this tender document shall be notified of the amendment in writing by email or fax or post, and all such amendment (s) shall be binding on them.

h. The Bidder shall bear all costs associated with the preparation and submission of the Tender and Bank will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

Administrative / Technical Queries

Contact person for queries	Mr. Prakash Munde Chief Manager -FI Ph No:-022-22618054 cmfi@centralbank.co.in	Mr N. Anjaneyulu Asstt General Manager-FI Ph No:- 022-22618054 agmfico@centralbank.co.in
Address for communication	Mr. Prakash Munde Central Bank of India Priority Sector Deptt(FI Cell) 2nf floor, MMO Building, Fort, M G Road, Mumbai-400023	

2. Instructions to bidders

2.1 Pre-Qualification/ Eligibility Criteria-Annexure-I

Bidders must conform to the eligibility criteria given below:

No	Eligibility Criteria	Supporting Document Required
1	The bidder Shall be a PSU/PSE/partnership firm, limited liability partnership firm or a limited company having registered as per applicable law and existence in India. .	Proof of incorporation of the agency /company (Articles of Association) in case of Limited company, Registration Certificate along with the latest partnership deed in case of partnership firm shall be submitted with the offer. .
2	The agency should be doing AEPS & RUPAY Reconciliation Activities for the any One Schedule Commercial Banks in India (Private and Public) for at least 3 year as on the date of opening of the tender	Proof in terms of Letter from the Client or Purchase Order to be Submitted / Attached in the Offer Document.
3	The agency should have turnover of Rs. 5 crore and above in the current or the last Financial year .	Copy of audited balance sheet for at least one of the last one financial year and CA certificate certifying that the agency had made a turnover more than or equal to Rs. 5 Crore in the current or the last financial year .
4.	The agency should be profitable in the current or the last Financial year.	Copy of audited balance sheet for at-least one of the last one financial year and CA certificate certifying that the agency had made profit during the current or last Financial year.

5.	The Company/ Agency/ Firm should have an in-house Reconciliation Module. The tool should be able to generate all the reports (but not restricted to) mentioned in the Scope of Work.	Vendor need to demonstrate the capability of the tools.
6.	The Company / Agency /Firm should be ISO 9000:2000 certified	Copy of the Certificate Should be Attached.
7.	The Company / Agency /Firm shall not be blacklisted / barred by Government of India or any regulatory body in India..	Self-Declaration on their Letter Head Duly signed by the Signatory should be Attached.

Note:

- I. Bidders should submit the supporting documents mentioned in the table above
- II. Bids of agencies not confirming to the eligibility criteria listed above will be summarily rejected. Submission of forged documents will also result in summary rejection of the bid and could invite legal action.
- III. Attach duly signed and stamped copy of this complete physical tender document, failing this, the tender will be rejected

2.2. For Respondent only

The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) i.e. Government Organization/PSU/ limited Company or a partnership firm and no other person or organization.

2.3. Acceptance of terms

A Recipient will, by responding to the Bank’s RFP document, be deemed to have accepted the terms as stated in this RFP document.

2.4. Integrity Pact- Each Participating bidder/s shall submit Integrity Pact as per attached **Annexure/Format-10** 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

3. Project Details

3.1 Purpose

Central Bank of India is a nationalized Bank serving the nation for over 106 years. It has a Four tier organizational set up consisting of Branches, Regional Offices , Zonal Offices and Central Office, The Central Office of the Bank is at Chander Mukhi, Nariman Point, Mumbai 400021. (hereinafter referred to as the “Bank” intends to issue this bid document, hereinafter called RFP, to eligible System Integrators, hereafter called as ‘SIs’ or ‘SI’, to participate in the competitive bidding for appointment of SI for Reconciliation Module for AEPS & RUPAY on Processing Model.

The Bank, for this purpose, invites proposal from System Integrators (SIs) for primarily undertaking inter-alia the activities mentioned under Project Scope

3.2 Project Scope

3.2.1 The SI is required to do the following activities on Daily Basis-

- i) Downloading files from FI Switch
- ii) Downloading files from DMS (NPCI) & other locations (CBS, BGL), if required.
- iii) Daily Reconciliation, post backlog clearance
- iv) 4-way reconciliation
- v) Accounting Entries, providing daily JV
- vi) Exception handling

- vii) Dispute Management
- viii) Providing MIS
- ix) Provide unloadable (TTUM) files for upload in CBS by the Bank team in Bank specific format.
- x) Other activities related to the reconciliation work.
- xi) Vendor has to engage resource for the above activities uninterruptedly.

3.2.2 The vendor proposing the Solution Should have the following functionalities:

- i) File Handling & Processing
- ii) Reconciliation & Accounting
- iii) Reconciliation & Summary Reports, Generation of MIS reports as per Bank requirement.
- iv) Exception Reports
- v) Exception Handling
- vi) CBS Posting-Voucher/TTUM
- vii) Dispute Management
- viii) Customer Complaints
- ix) Chargeback Management
- x) SOP & OTHER documents required for routine working
- xi) Other related activities

3.2.3 Vendor has to provide the entire infrastructure including but not limited to Server Hardware / Licenses/ Software / Any third party Software etc. Vendor has to ensure that there must not be performance issue in Hardware / Software in processing the current volume of transactions and **any future increase in the volume**. If required, vendor has to upgrade the infrastructure to handle such increase in the volume of transaction without any cost to the Bank.

3.2.4 Vendor has to comply RBI / NPCI / Govt. Statutory guidelines. Any future statutory changes in terms of Guidelines as recommended by RBI / NPCI / Govt. should be implemented without any cost to the Bank.

3.2.5 The solution should be capable of handling any transactions falling under the following verticals of transaction processing:

- AEPS & RUPAY Transactions – all presently operative modules as well as the modules which Bank may put into operations in future.
- AEPS through MATMs / POS / MPOS etc.(Aadhar merchant-BHIM)
- Aadhaar Pay / Bhim Aadhaar pay
- RUPAY transactions through Micro ATM / Laptop / Tab etc.

3.2.6 Bidder has to support for Audit conducted by internal / external auditors.

3.2.7 Back up should be available for 10 years.

3.2.8 Reports to be submitted to RBI, Ministry of Finance and top Management of Bank - as and when required. Bidder has to submit undertaking in writing for assurance from application providers / OEMs that application is free from embedded malicious / fraudulent code.

3.2.9 Bidder has to submit undertaking for NPA that they have not have been declared NPA by any Bank in India.

source Code The Bank has right to Audit the Application / Source Code by suitable Security Auditor.

1. The Bidder shall provide complete and legal documentation of all subsystems, licensed operating systems, licensed system software, and licensed utility software and other licensed software. The Bidder shall also provide licensed software for all software products whether developed by it or acquired from others. The Bidder shall also indemnify the Bank against any levies / penalties on account of any default in this regard.
2. In case the Bidder is coming with software which is not its proprietary
 - 2.1.1.1. software, then the Bidder must submit evidence in the form of agreement it has entered into with the software vendor which includes support from the software vendor for the proposed software for the contract period required by the Bank.

4. Penalties and delays in System Integrator's performance and other conditions

Performance of the Services shall be made by the SI in accordance with the time schedule specified by the Bank / NPCI. Bidder has to guarantee minimum uptime of 99.90% and should be ready to execute service level agreement for the same.

- Delay in Services will incur following penalties:
 - For delay beyond One Day : Rs. 5000/- per hour for each hour delay.
 - For delay beyond 2 Days : Rs. 10000/- per hour for each hour delay.
 - Any delay beyond 3 day : Termination of Contract.

If at any time during performance of the Contract, the SI should encounter conditions impeding timely delivery of the performance of the Services, the SI shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the SI's notice, the Bank shall evaluate the situation and may at its discretion extend the SI's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

Any delay by the SI in the performance of its delivery obligations shall render the SI liable to the

imposition of liquidated damages and other liability from date of purchase order, unless extension of time is agreed upon without the application of liquidated damages

4.1 LIQUIDATED DAMAGES

The Bank will consider the inability of the SI to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the SI. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, Operationalization, implementation, training, acceptance, warranty, maintenance etc. of the Security Operations Center) by the SI.

Installation will be treated as incomplete in one/all of the following situations:

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

Delivery/Availability, but no installation of the components and/or software No Integration

System operational, but unsatisfactory to the Bank

If the SI fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may invoke the bank guarantee or consider termination of the contract jointly or **severally**.

4.2 Order Cancellation

The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons in the event of one or more of the following conditions:

1. Delay in offering services beyond the stipulated period from the date of Purchase Order or as the case may be .
2. Delay in implementation beyond stipulated period
3. Repetitive failures/poor service after implementation and acceptance by the Bank.
4. Any other reason.

In addition to the cancellation of purchase order, the Bank reserves the right to invoke the Bank Guarantee given by the successful bidder to appropriate the damages.

4.3 Blacklisting-The Bank reserves its right to blacklist to concern Vendor 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 in this RFP/Agreement.

5. Confidentiality

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on

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

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

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

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

- (a) Relates to the Disclosing Party; and
- (b) 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
- (c) Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- (d) Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials that may be shared by the Bank with the SI.
- (e) “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.
- (f) Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years.
 - i. 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:
 - ii. 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.

- iii. 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.

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

- a) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
- b) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
- c) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and
- d) To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

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

- a) Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party 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.

- b) Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party 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.
- c) 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.
- d) The confidentiality obligations shall survive the expiry or termination of the agreement between the SI and the Bank.

6. Force Majeure

- i. The SI shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- ii. For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the SI and not involving the SI's fault or negligence and not foreseeable. Such events may include, Acts of God or of public enemy, acts of Government of India in their sovereign capacity and acts of war.
- iii. If a Force Majeure situation arises, the SI shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the SI shall continue to perform SI's obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iv. In such a case the time for performance shall be extended by a period (s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the SI shall hold consultations in an endeavor to find a solution to the problem.

7. Resolution of disputes

- i. The Bank and the supplier SI shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of the Bank and the SI, any disagreement or dispute arising between them under or in connection with the contract.
- ii. If the Bank project director and SI 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 SI and Bank respectively.
- iii. If after thirty days from the commencement of such negotiations between the senior

authorized personnel designated by the SI and Bank, the Bank and the SI have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

- iv. 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.
- v. 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.
- vi. This tender document 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 tender document. 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.
- vii. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, SI (System Integrator) will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving satisfactorily, as per satisfaction of the Bank.

8. Exit option and contract re-negotiation

- i. The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
 - a) Failure of the successful SI to accept the contract and furnish the Performance Guarantee within 10 days of receipt of purchase contract;
 - b) Delay in providing the Solution with complete readiness;
 - c) Serious discrepancy in functionality of any service, which has an impact on the Bank's equipments in production environment;
- ii. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the SI.

- iii. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the SI at more favorable terms in case such terms are offered in the industry at that time.
- iv. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the SI should continue to provide services to the Bank as per the contract.
- v. 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 SI should perform a reverse transition mechanism to the Bank or its selected vendor. The reverse transition mechanism would be over a period of 6 months post the completion of the 90 day notice period to facilitate an orderly transfer of services to the Bank or to an alternative 3rd party / vendor nominated by the Bank. Where the Bank elects to transfer the responsibility for service delivery to

a number of vendors Bank will nominate a System Integrator who will be responsible for all dealings with the SI regarding the delivery of the reverse transition services.

- vi. The reverse transition services to be provided by the vendor shall include the following:
 - a) The vendor 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.
 - b) Vendor shall provide adequate documentation thereof.
 - c) The vendor shall jointly manage the SOC Solution with the bank or designated team for a reasonable period of time
 - d) The vendor shall assist the bank in migration of the Solution to another, if desired by the bank.
- vii. Knowledge transfer: The Vendor shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this Agreement. Vendor shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services. Such documentation will be subject to the limitations imposed by Vendor's Intellectual Property Rights of this Agreement.
- viii. Warranties:
 - a) All the warranties held by or in the name of the vendor shall be assigned or transferred as-is, in the name of the bank. The vendor shall execute any and all such documents as may be necessary in this regard.
 - b) The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.
 - c) The vendor shall provide all other services as may be agreed by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and priced.
 - d) The vendor recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the vendor agrees to provide all assistance and services required for fully and effectively transitioning the services

provided by the vendor under the scope, upon termination or expiration thereof, for any reason whatsoever.

- ix. The cost for reverse transition if any should be part of the commercial offer.
- x. During which the existing SI would transfer all knowledge, knowhow and other things necessary for the Bank or new vendor to take over and continue to manage the services. The SI 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.

- xi. 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.
- xii. The Bank and the SI shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.
- xiii. The SI 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 vendors as would be required.

9. Corrupt and fraudulent practices

As per Central Vigilance Commission (CVC) directives, it is required that SIs / 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 SIs (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 SI 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.

10. 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 tender document 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 tender document 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.

11. 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 SI 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.

12. Termination– Key Terms & Conditions

- i. The Bank shall be entitled to terminate the agreement with the SI at any time by giving ninety (90) days prior written notice to the SI.
- ii. The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons in the event of one or more of the following conditions:
 1. Extra ordinary Delay in implementation schedule & processing
 2. Serious discrepancy noticed during operation
 3. Repetitive software/hardware failures/poor service after the start of operation
 4. Delay in extraction, and uploading and processing of converted data to proposed system
- iii. The Bank shall be entitled to terminate the agreement at any time by giving notice if:
 - a) The SI breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.
 - b) The SI (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
- iv. The SI shall have right to terminate only in the event of winding up of the Bank.

13. Effect of termination

- i. The SI agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- ii. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services

- iii. The SI agrees that after completion of the Term or upon earlier termination of the assignment the SI shall, if required by the Bank, continue to provide facility to the Bank at no less favorable terms than those contained in this tender document. In case the bank wants to continue with the SI's facility after the completion of this contract then the SI shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.
- iv. The Bank shall make such prorated payment for services rendered by the SI and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the SI is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the SI.
- v. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the SI for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

14. Implementation of Solution.

Successful bidder is required to implement / integrate the solution with 4 Weeks from the date of issue of Purchase Order. The period of the contract will start from the date of successful implementation and go-live.

15. Contract Period

The total contract period will be for 5 years.

16. Disclaimer

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

17. General Terms and Conditions

17.1 Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India and the Bidder shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of the Bank falls.

17.2 Use of Contract Documents and Information

- ☐ The Agency shall not, without the Bank's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the in connection therewith, to any person other than a person employed by the Agency in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of delivering such performance
- ☐ The Agency shall not, without the Bank's prior written consent, make use of any document or information except for purposes of performing the Contract
- ☐ Any document, other than the Contract itself, shall remain the property of Bank and shall be returned (in all copies) to the Bank on completion or terminations of the Contract if so required by the Bank.

17.3 Governing Language

- ☐ The Contract shall be written in English Language. All correspondence and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

17.4 Sub Contracts

No Sub Contract shall be allowed for this project.

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 Vendor. Vendor, in furnishing services to the Bank hereunder, is acting only as an independent contractor. Vendor 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, Vendor has not, and is not, assuming any duty or obligation that the Bank may owe to its customers or any other person. The vendor shall follow all the rules, regulations statutes and local laws and shall not commit breach of any such applicable laws, regulations etc.. The Vendor shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits including labour laws for its employees.

17.5 Consortium

No Consortium is allowed for this project.

17.6 Assignment

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

17.7 Change Orders

The Bank may at any time, by written order given to the Agency, make changes within the general scope of the Contract in any one or more of the following:

- The Agency should be ready to accommodate additional services at later stages.
- If any such change causes an increase or decrease in the cost of, or the time required for, the Agency's performance of any provisions under the Contract, equitable adjustments shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Agency for adjustment under this clause must be asserted within thirty (30) days from the date of the Agency's receipt of the Bank's change order

17.8 Suspension

The Bank may, in written notice to the Agency, suspend all payments to it hereunder if the Agency fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension,

1. Shall specify the nature of failure.
2. Shall request the Agency for a remedy of such failure within a period not exceeding ten (10) days after the receipt of such notice of failure by the Agency.

17.9 Termination

Under this Contract, the Bank may, by written notice terminate the services of the Agency in the following ways:

- Termination by default for failing to perform obligations under the Contract or if the quality is not up to the specification or in the event of non-adherence to any time schedule that may be mentioned by the Bank.
- The Bank by written notice sent to the Agency, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Agency under the Contract is terminated, and the date upon which such termination becomes effective.
- The Bank may at any time terminate the Contract by giving a written notice to the Agency, if the Agency becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Agency, 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 all cases, termination shall be executed by giving written notice to the Agency. Upon termination of the contract, payment shall be made to the Agency for services satisfactorily performed prior to the effective date of termination.

No consequential damages shall be payable to the Agency in the event of such termination.

17.10 Force Majeure

Notwithstanding anything contained in the terms of reference, the Agency shall not be liable for liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

For purposes of this clause "Force Majeure" means an event beyond the control of the Agency and not involving the Agency's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the Bank regarding Force Majeure shall be final and binding on the Agency.

If a Force Majeure situation arises, the Agency shall promptly notify the Bank in writing, of such conditions and the cause thereof. Unless otherwise directed by the Bank in writing, the Agency shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

17.11 Payments in case of Force Majeure

During the period of its inability to provide services as a result of an event of Force Majeure, the Agency shall be entitled to continue to be paid under the terms of this contract, as well as to be reimbursed for costs additional costs reasonably and necessarily incurred by it during such period purposes for the purpose of the services and in reactivating the service after the end of such period.

17.12 Resolution of Disputes

If any dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract.

17.12.1 Amicable Settlement

The Performance of the Contract is governed by the terms and the conditions of the Contract. However at times dispute may arise over the interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt. If the dispute cannot be amicably settled within 60 days following the response of that party, then Clause 8.20.2 for resolution of disputes shall become applicable.

17.12.2 Resolution of Disputes

In the case of dispute arising between the Bank and the Agency, which has not been settled amicably, any party can refer the dispute for arbitration under the Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

The decision of the Bank shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrators shall be shared equally by the Bank and the Agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

17.13 Taxes and Duties

A)The Agency shall fully familiarize itself with the applicable Domestic taxes (such as VAT, Sales Tax, Service Tax, Income Tax, duties, fees, levies, GST etc.) on the amount payable by the Bank under the contract. The Agency and personnel shall pay such domestic tax, duties, fees and other impositions (wherever applicable) levied under the applicable law.

B)Variation” would also include the introduction of any new tax /cess /excise. If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than entry tax or octroi and if the Bank has to pay the

same for any of the items or supplies made here under by the Vendor, for any reason including the delay or failure or inability of the Vendor to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Vendor along with the documentary evidence. If the Vendor does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Vendor from the Bank along with the interest calculated at commercial rate.

C) Goods and Services Taxes (GST) and its Compliance

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

(a) TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the supplier of taxable goods and services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances contained in the statutes include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person.

(b) It is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit (ITR) to the Bank by way of commensurate reduction in the prices under the GST Law.

(c) If vendor as the case may be, is backlisted in the GST (Goods and Services Tax) portal or rating of a supplier falls below a mandatory level, as decided time to time may be relevant ground of cancellation of Contract.

4- 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.

17.14 Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Mumbai only.

17.15 Binding Clause

All decisions taken by the Bank regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.

17.16 Notice.

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to a party at the address mentioned in the project specific Contract Agreement.

17.17 Inspection, Audit & Visitations and other Terms and conditions17.17.1

Inspection, Audit & Visitations

A) Right to Inspect, Examine, Audit:

All OEM/Vendor records with respect to any matters / issues covered under the scope of this RFP/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 Vendor, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of such audit will be borne by the Bank. Vendor shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank. Bank shall undertake a periodic review of service provider/VENDOR outsourced process to identify new outsourcing risks as they arise. The VENDOR shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the VENDOR outsourced to third party, there must be proper Agreement / purchase order with concerned third party. The Bank shall have right to intervene with appropriate measure to meet the Bank's legal and regulatory obligations. Access to books and records/Audit and Inspection would include:-

- a) Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the VENDOR. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.
- b) Provide the Bank with right to conduct audits on the VENDOR whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any audit or review reports and finding made on the service provider in conjunction with the services performed for the bank.
- 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 VENDOR within a reasonable time. This includes information maintained in paper and electronic formats.
- d) Recognized the right of the reserve bank to cause an inspection to be made of a service provider of the bank and its books and account by one or more of its officers or employees or other persons. Banks shall at least on an annual basis, review the financial and operational condition of the VENDOR. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the VENDOR. Such assessment and reports on the VENDOR may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.

B) Monitoring

Compliance with Information security best practices may be monitored by periodic Information

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

C) Visitations

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

17.17.2 Indemnity

Vendor 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 Vendor, 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 Vendor, (iii) use of the deliverables and or services provided by the Vendor, (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. Vendor 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 Vendor's employees or representatives. The Vendor 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 Vendor in writing immediately on aware of such claim, (ii) the Vendor has sole control of defense and all related settlement negotiations, (iii) the Bank provides the Vendor 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 Vendor, except under due process of law or order of the court. It is clarified that the Vendor 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 vendors) rights, interest and reputation. 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

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

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

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

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

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental 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. Vendor shall indemnify to bank, if cyber threatened /crime/hacking or any related offence occurs due to support services or any other services provided in furtherance of the project..

17.17.3 Bidder's liability

The Bidders aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The Bidders liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights(if any) or breach of confidentiality obligations shall be unlimited. In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided on behalf of bank hereunder. The bidder should ensure that the due diligence and verification of antecedents of employees/personnel

deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.

17.17.4 Intellectual Property Rights

The Vendor claims and represents that it has obtained appropriate rights to provide the services upon the terms and conditions contained in this RFP. The Bank agrees and acknowledges that save as expressly provided in this RFP, all Intellectual Property Rights in relation to the Hardware, Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Vendor during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Vendor or its licensor. The Vendor represents that a separate agreement is required to be entered into by the Bank with Third-party Vendors either for statutory or proprietary reasons, notwithstanding the Vendor's obligations for performance. During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank grants Vendor a right to use at no cost or charge the Hardware and Software licensed to the Bank, solely for the purpose of providing the Services. The Vendor shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Hardware and Software used by Vendor in performing its obligations under this Project. If a third party's claim endangers or disrupts the Bank's use of the Hardware and Software, the Vendor shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product.

All third party software / service provided by the bidder in the scope of the RFP will be the responsibility of the bidder.

17.17.5 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 employees 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.

17.17.6 Privacy & Security Safeguards

The Vendor shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Vendor under this contract or existing at any Bank location. The Vendor 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 Vendor shall also ensure that all employees who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Vendor under this contract or existing at any Bank location.

17.17.7 Sensitive Information:

Any information considered sensitive must be protected by Service provider from unauthorized disclosure, modification or access. Types of sensitive information that will be found on Bank systems which the Service provider 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

17.17.8 Compliance with Laws

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

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

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

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

17.17.9 Publicity

Any publicity by either party in which the name of the other party is to be used should be done only with the explicit written permission of such other party.

17.17.10 Entire Agreement; Amendments

This Agreement sets forth the entire agreement between the Bank and the Successful bidder 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.

17.17.11 Survival and Severability

Any provision or covenant of the Agreement, which expressly, or by its nature, imposes obligations on successful bidder 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.

18. Performance Bank Guarantee

The successful Bidder has to furnish a Performance Bank Guarantee (PBG) within 15 days from scheduled commercial bank of Rupees Ten (10) Lakhs for the period of contract as guarantee for his/her (Bidder) Performance.. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project. In case the selected bidder fails to submit performance guarantee within the time stipulated, the bank at its discretion may cancel the order placed on the selected bidder without giving any notice. Bank shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to selected bidder's negligence in carrying out the project implementation as per the agreed terms & conditions. If, Bank invoke the Performance Bank Guarantee due to stated reason above said, vendor shall submit again PBG of the same amount as submitted earlier within 15 days. Non submission of PBG as per time scheduled deems to violation of the contract and bank shall take appropriate action.

Format 1. Cover Letter (Technical Offer)

Date

To

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

Dear Sir,

1. Having examined the Tender Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement, commission and maintain ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this tender and also to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from date of Tender (Commercial Bid) opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by20

Authorized Signatory

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

(This letter shall be on the letterhead of the Vendor duly signed by an authorized signatory)

Format 2. 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)

Format 3. BID SECURITY UNDERTAKING FORM

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

TO:

Deputy 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 Selection of Agency for AEPS & RUPAY Reconciliation on Processing Model 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:

1. If the Bidder withdraws their Bid during the period of Bid validity specified in the Tender:
OR
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity -
 - a. Fails or refuse to execute the Contract or the Agreement/Forms as required OR
 - b. 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;

1. Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only)
2. This Bank Guarantee shall be valid up to _____

3. 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/- _____

Format 4. 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 for Services (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 Services, as per the terms and conditions of the said contract, to be offered by the contractor.

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 computer hardware to perform as per the said contract, and also failure of the contractor to maintain the computer hardware 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 computer hardware has failed to perform as per the said contract, and also as to whether the contractor has failed to maintain the computer hardware 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:-

Our liability under this Bank Guarantee shall not exceed Rs------(Rupees-----

i) --only);

ii) This Bank Guarantee shall be valid up to -----; and

iii) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ----- (date of expiry of Guarantee).

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

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

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

sd/- -----

Format 5. Conformity Letter

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

To

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

Sir,

Sub: RFP for Selection of Agency for AEPS & RUPAY Reconciliation on Processing Model

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

Format 6. 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) 2015-16 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	

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.

Signature of Bidder

(With

Seal)

Note: 1) Use separate sheet where required.

2) Attach DD for Tender Fee and Earnest Money Deposit along with necessary documents.

Format 7 -Bill of Material (BOM) - Commercial

Sr. No.	Activity of Costing Elements	Charges in INR
A	Fixed Cost	
1.	One time Implementation Cost - One time gap study - Implementation and migration cost - Backlog transaction Since Inception - Set of MIS	
B.	Recurring Cost	Per Transaction Charges (INR)
2.	Daily Reconciliation, post backlog clearance - 3-way reconciliation - Accounting Entries, providing daily JV - Exception handling - Dispute Management - MIS	
3.	Total recurring cost for expected approximate Volume of 1.2 Crore txns per Annum (Per Txn Cost X 120,00,000) =	
4.	Total recurring Cost for 5 Years (5 X per annum cost)	
	Total Cost of Ownership (TCO) in INR Fixed Cost (1) + Recurring Cost (4)	
c.	Change Management post Implementation if any (Per Man Day Cost)	

Terms & Conditions:

- The above quote should be exclusive of GST and inclusive of other taxes duty and other taxes, variation in the cost of labour/ material.
- The expected volume as mentioned above will be only indicative and has been consider for expected TCO from 5 Years.
- Payment will be made on the actual numbers strictly without any reference to the projection given as above.
- Bank will make the payment on monthly basis at the end of the month on submission of actual invoice. Bank reserve the right to hold the payment due to the non-submission of reports / Audit trails (as per the scope) in time as required by the Bank periodically or as demanded by the Bank at any time.

- The bidder will have to provide the Necessary software's, hardware in terms of Database Server , Application Server ,licenses. Bank will not pay any cost for hardware, software and licenses.
- Space for operational executives for carrying out operational activities will be provided by the Bank.
- Intellectual proprietary rights (IPR) of the said solution inclusive of the Customizations and the hardware deployed will be the property of Bidder.
- Per Man day cost will be consider only for any change Management post implementation.

Format 8. NON-DISCLOSURE AGREEMENT

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

BETWEEN

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

AND

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

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

WHEREAS:

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

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

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

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

Notwithstanding the foregoing, "Confidential Information" shall not include any information

which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it

from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

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

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

3. **Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.
4. **Term:** This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive

agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

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

5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information.
The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
6. **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.
7. **Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.
8. **Entire Agreement, Amendment, Assignment:** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. **Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.
10. **General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided “as is”. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.
11. **Indemnity:** The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

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

For and on behalf of

Name of Authorized signatory:
Designation:

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

Name of Authorized signatory:
Designation:

Format 9. GUIDELINES, TERMS & CONDITIONS AND PROCESS FLOW FOR E-PROCUREMENT AUCTION

Introduction:

Central Bank of India intends to use E procurement Auction (Reverse Auction) process in place of submission of commercial bids of RFP.

This annexure consists of rules for E Procurement Auction, Terms and conditions and Formats for submission of acceptance by the bidders.

Rules for E Procurement Auction (Reverse Auction):

a. APPLICABILITY:

- i. Reverse Auctions are carried out under the framework of rules that are called Rules for Reverse Auction.
- ii. All bidders participating in Reverse Auction shall understand/ accept and give an undertaking for compliance with the same to the Bank in the prescribed format as specified in Format-A.
- iii. Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

b. ELIGIBILITY:

Only bidders who are technically qualified and who submit the prescribed undertaking to the Bank alone can participate in Reverse Auction relevant to the procurement for which RFP is floated.

c. COMPLIANCE/ CONFIRMATION FROM BIDDERS:

- i. The bidders participating in Reverse Auction shall submit the following duly signed by the Competent Authority who signs the offer documents in response to the RFP:
 - a) Acceptance of Rules for Reverse Auction and undertaking as per format in Format-A.
 - b) Agreement between System Integrator and bidder. (This format will be given by the System Integrator prior to announcement of Reverse Auction.)
 - c) Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in Format-B.

d. TRAINING:

- i. The Bank will facilitate training for participation in Reverse Auction through the System Integrator for the Reverse Auction. During the training the Bidders shall be explained the rules related to the Reverse Auction to be adopted. Bidders are required to give compliance on it before the start of bid process.
- ii. Wherever necessary, the Bank / System Integrator may also conduct a 'mock reverse auction' to familiarize the bidders with Reverse Auction process.
- iii. Any bidder/bidder not participating in training and/or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.
- iv. Each bidder / bidder shall participate in the training at his / their own cost.

e. DATE/ TIME FOR TRAINING:

- i. The Venue, Date, Time etc. for training in Reverse Auction shall be informed later.
- ii. No request for postponement / fixing of Training Date / Time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the Reverse Auction or the whole process of selection of bidder.

f. DATE/ TIME OF REVERSE AUCTION:

- i. The Date and Time of commencement of Reverse Auction as also Duration of 'Reverse Auction Time' shall be communicated at least 2 working Days prior to such auction Date.
- ii. Any force Majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but, the Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such 'Reverse Auction'.

g. CONDUCT OF REVERSE AUCTION:

- i. The Reverse Auction shall be conducted on a specific web portal meant for this purpose.
- ii. The Reverse Auction may be conducted by the Bank itself or through a System Integrator specifically identified/ appointed/ empanelled by the Bank.

h. PROXY BID:

- i. A proxy bid is one where bidder can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is decrementally reached by other bidders.
- ii. When proxy bid amount is reached, the bidder has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.
- iii. Since it is an English auction with no ties, two bidders submitting identical

proxy bid amount and succeeding in auction simultaneously does not arise.

- iv. During training, the issue of proxy bidding will be clarified in detail by the System Integrator.

i. TRANSPARENCY IN BIDS:

- i. All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

j. MASKING OF NAMES:

- ii. Names of bidders shall be masked in the Reverse Auction process and bidders will be given dummy names.

k. START PRICE:

- i. Bidders will fill the unit cost of the line items mentioned in Appendix 1 Form 02 of RFP before the start of the bidding time as mentioned in clause no. f of this document. Once the bidding time starts the system will show the total value (D) as per Appendix 1 Form 02 of RFP. This total value is taken as the start price of the bidding process.

I. DECREMENTAL BID VALUE

- i. The bidders shall be able to bid only at a specified decrement value and not at any other fractions. The Bid decrement value shall be Rs.----/-.
- ii. The bid decrement value shall be in multiples of Rs. ----/-.
- iii. The web portal shall display the next possible decremental value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level).
- iv. Decremental value will be appropriated across the line items of Format 5 (BOM) of RFP proportionately by the system.

m. REVERSE AUCTION PROCESS:

- i. The procurement process shall be completed through a single Reverse Auction.
- ii. The Bank shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.
- iii. The successful bidder shall submit a confirmation of acceptance of the last bid price of auction within 30 minutes of closing of the auction to Bank either through Fax or E-Mail. The successful bidder has to submit the final bill of material as per Appendix 1 Form 02 of RFP duly signed by the authorized official to Bank within 2 hours of close of auction by mail / fax.

- iv. In the event of circumstances like no power supply, system problem, loss of internet connectivity, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc., the bidder has to ensure that they are able to convey their bidding price to the System Integrator by way of FAX, who will upload the Faxed price online on behalf of the bidder and confirm the receipt of FAX to the System Integrator. This shall be done before the closure of bid time. The bidder has to ensure that the sufficient time is given to the System Integrator to upload the faxed prices online. In case the required time is not available with the System Integrator at the time of receipt of fax message, the System Integrator will not be uploading the prices. It is thus requested from the bidders not to wait till the last moment to quote their bids so as to avoid any such complex situation.

n. EXPENDITURE ON REVERSE AUCTION:

- i. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process. The cost of digital certificate has to be borne by the bidder only.
- ii. Bidders shall participate in the training or mock auction at their own cost.

o. CHANGES IN BUSINESS RULES:

- i. Any changes made in Rules for Reverse Auction shall be uploaded on the Website of Bank and will be informed to the eligible bidders before commencement of Reverse Auction.

p. OTHER INSTRUCTIONS:

- i. No bidder shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the bidder / bidders concerned from the reverse auction process.
- ii. Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.
- iii. Neither Bank nor System Integrator can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc.

q. ERRORS AND OMISSIONS:

- i. On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Business Rules, the decision of the Bank shall be final and binding on all concerned.

Terms and conditions of Reverse Auction:

- a) Each bidder will get a unique User Id and Password and bidders are requested to change the Password after the receipt of initial Password from the System Integrator. All bids made from the User ID given to the bidder will be deemed to have been made by the bidder.

- b) The auction type is English Reverse No Ties.
- c) The duration of Auction will be of 30 minutes. If some bidder is bidding during the last 5 minutes of Auction closing, the Auction time will get extended for another 5 minutes from the time of the last accepted bid. Such extension will be allowed to continue till no bid is placed within 5 minutes of the last quote of such extended time. Total number of the extensions is restricted to maximum 10.
- d) Auto-bid feature will be enabled from the start time of bidding. This feature will be explained during training to the bidders.
- e) Central Bank of India reserves the right to reject any or all the bids without assigning any reason whatsoever.
- f) There shall be no variation between the on-line bid value and signed document to be submitted by the L1 bidder.
- g) Bidding will be conducted in Indian Rupees (INR).
- h) The bidder has to quote the total cost of items mentioned in Annexure 5 of RFP (Line item Nos 1 and 2). Bank will arrive at TCO as per the format mentioned in the Annexure 5 after closure of bidding.
- i) The TCO arrived by the Bank after closure of reverse auction is final and shall be accepted by the L1 bidder.
- j) The bids (Commercials) shall be firm for a period as specified in RFP and shall not be subjected to any change whatsoever.
- k) Bidder has to submit acceptance to the terms and conditions of Reverse Auction and required compliance and other formats as mentioned in this document along with technical bids.
- l) Bidder is not required to submit commercial bids in hard copy in a separate cover as mentioned in RFP CO: FI:2017-18 as Bank has decided to adopt Reverse Auction process for finalization of the bidder for placing the order.
- m) Only those bidders who are technically qualified and competent to provide the required solution as per RFP CO: FI:2017-18: are only eligible to participate in Reverse Auction Process.
- n) All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process.
- o) All other terms and conditions of the RFP no. CO: FI:2017-18 remain unchanged.

FORMAT 9.A - COMPLIANCE AGREEMENT

We communicate our unconditional acceptance to the following terms and conditions of RFP CO:FI:2017-18: for participating in the E Procurement Auction (Reverse Auction):

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. CO:FI:2017-18: for “Selection of Agency for AEPS & RUPAY Reconciliation on Processing Model” in connection with the reverse auction event held by CENTRAL BANK OF INDIA & to be conducted by _____.
2. We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of CENTRAL BANK OF INDIA.
3. We agree that we are deemed to have accepted the auction rules on participation at the bid event. CENTRAL BANK OF INDIA will make every effort to make the bid process transparent. However, the award decision by CENTRAL BANK OF INDIA would be final and binding on us.
4. It has brought to our attention that the bid event will be primarily only for price discovery. We have communicated our acceptance to the terms and conditions of RFP CO:FI:2017-18:
5. We agree not to divulge either our bids or those of other suppliers to any other external party.
6. We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of CENTRAL BANK OF INDIA, bid process, bid technology, bid documentation and bid details. CENTRAL BANK OF INDIA TENDER documents remain the property of CENTRAL BANK OF INDIA and all suppliers are required to return these documents to CENTRAL BANK OF INDIA upon request.
7. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of _____ or CENTRAL BANK OF INDIA. However every effort will be made to ensure availability of technology resources to enable continuous bidding.
8. _____ does not take responsibility beyond the bid event. Order finalization and post order activities such as shipment, payment, warranty etc would be transacted directly between us and CENTRAL BANK OF INDIA.
9. CENTRAL BANK OF INDIA’s decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service

Performance, Online Auction Results and Actual Compliance of Agreed Specifications. However, Auction result is a critical factor in the decision-making process.

10. Our participation in a bid event is by invitation from CENTRAL BANK OF INDIA. Any other suppliers, including those registered on _____ do not automatically qualify for participation.
11. Pseudonyms (aliases) will be assigned to respective suppliers just before the commencement of the bid event. These are not to be disclosed before, during or after the bid event.
12. Splitting of the award decision over a number of suppliers or parts or over time (as in the case of staggered deliveries) will be at CENTRAL BANK OF INDIA's discretion.
13. Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid by _____ in consultation with CENTRAL BANK OF INDIA. The decision of CENTRAL BANK OF INDIA would be final and binding on all bidders.
14. CENTRAL BANK OF INDIA has the right to decide to extend, reschedule, cancel or re-open the auction.
15. We shall indemnify and hold _____, its subsidiaries, its successors and assigns, officers, employees and agents harmless from any direct or indirect loss or damage and or claims for personal injury or property damage caused by any manufacturing defect in the Products or by our negligent or fraudulent act, omission or willful misconduct or breach of any term of this Agreement.
16. _____, any of its related companies, any of its owners, employees or other representatives will not be liable for damages arising out of or in connection with the use of the website. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages and claims of third parties.
17. _____ does not guarantee continuous, uninterrupted or secure access to its services, and operation of the site may be interfered with by numerous factors outside of _____'s control.
18. Please note that CENTRAL BANK OF INDIA may consider debarring a supplier in the event the supplier violates terms and conditions mentioned in this compliance agreement.
19. We have read the CENTRAL BANK OF INDIA technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.
20. Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.

We agree to have read and understood the Compliance Agreement in its entirety and agree to abide by this Statement.

Name:

Stamp:

Designation:

Place:

Date:

Organization:

Signature:

Format 9.B

Compliance Certificate

To, Date :

Dy. General Manager -PS

Central Bank of India

FI Deptt, Central Office,

MMO

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.
7. The bidder/OEM is not NPA in any of the banks.
8. 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

Technical Offer/Commercial Bid - Table of Contents

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	Eligibility Bid Index	
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	Technical Bid Index	
1	Cover Letter – Technical Offer	Format 1
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10	Compliance Agreement	Format 9A
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9	Commercial Bid Index	
	Commercial Bid Details with price	Format 7

-----End of the Document-----
