



CENTRAL BANK OF INDIA

REQUESTS FOR PROPOSAL (RFP)

RFP No: CO/SECY/BAS/2023-24/86/329 dated 21 Sep 2023

for

**SUPPLY, INSTALLATION AND INTEGRATION OF BIOMETRIC ATTENDANCE
DEVICES
AT OFFICES AND BRANCHES PAN INDIA**

OPEN TENDER

(TOTAL - 50 Pages)

**Central Bank of India
Central Office, Human Capital Management Department,
17th Floor, Chander Mukhi, Nariman Point, Mumbai - 400021**

SCHEDULE OF EVENTS & BID DETAILS

RFP No: CO/SECY/BAS/2023-24/86/329 dated 21 Sep 2023

Date of issue/Download Start Date & Time	03 Oct 2023 / 1600 H
Pre bid meeting date and Venue	17 Oct 2023 1400 H Central Office , Central Bank of India 17th Floor , Chandermukhi Building , Nariman Point Mumbai 400021
Last date and time for submission of Bidding Document	25 Oct 2023 1400 H
Date and Time of Technical Bid Opening	25 Oct 2023 1500 H
Place of opening of Bids	Central Office, 17th Floor Chandermukhi Building
Contact Number/Email id	Mr Ketu Kumar Chief Manager IRP 022-66387896 cmcoirp@centralbank.co.in Mob: 8340780376 Lt Cdr Vibhav Trivedi(Retd) 022-66387874 smcosecurity@centralbank.co.in Mob: 9969188009
Earnest Money Deposit (EMD)	Bidder will have to submit Earnest Money Deposit – EMD of ₹ 30,00,000/- (Rs. Thirty Lakh Only), by means of Demand Draft/ Banker’s Cheque in favor of “Central Bank Of India” and payable at Mumbai Alternatively, EMD can be deposited in the form of Bank Guarantee issued by a scheduled Bank other than Central Bank of India, valid for bid validity period plus 60 days.
Contact to Bidders	Interested Bidders are requested to send email at any of the IDs mentioned above, containing below mentioned information, so that in case of any clarification same may be issued to them: Name of company : Central Bank of India Contact person : Mr Ketu Kumar Mailing address with Pin Code : Central Office, Human Capital Management Department, 17th Floor, Chandermukhi, Nariman Point, Mumbai - 400021
Performance Bank Guarantee	3% of contract value (1 year warranty and 3 Year AMC) for a period of total 4 years PLUS 2 months of the contract. Fresh PBG will be required to be submitted in case of an extension.

1. **Introduction & Overall Project Overview**

- a. Central Bank of India (here in after also referred to as 'The Bank' or 'Bank ') having its Office at Chandermukhi Building, Nariman Point, Mumbai - 400021, is a Nationalized Bank serving the nation for the last more than 100 years. The Bank has a four tier organizational set up consisting of Branches, Regional Offices, Zonal Offices and Central Office. The Central Office of the Bank is located at Chandermukhi, Nariman Point, Mumbai, Maharashtra - 400021.
- b. Bank is looking for a System Integrator, who can supply, implement and maintain a comprehensive Bio-Metric Attendance System (Facial Recognition and Finger Reading) for marking attendance as well as integration with existing Attendance System Of the Bank i.e. HCMS Portal, for reporting & monitoring of employees posted at Central Office, 12 Zonal Offices (including ZAO, Training Colleges/Centres for Learning and Development (CsLD), Other Establishments if any), 90 Regional Offices and 4493+ Branches, situated across India. The selected vendor will provide AMC Support for Biometric Machines which are to be installed at its Offices and Branches. The AMC contract shall be for 3 years excluding one year of warranty period.

2. **Objectives of the RFP**

- a. The Bank invites proposals from eligible entities (hereinafter referred to as "Respondent" or "Bidder" or "Vendor" or "Service Provider") for the **Supply, Installation and Integration of Biometric Attendance Devices at offices and branches pan India.**
- b. All offers of the bidders shall be unconditional and once accepted whether with or without modifications by the Bank shall be binding between the Bank and such Bidder.
- c. The document may be obtained from the Bank at the communication address given below or could be downloaded from e-tendering Portal at <https://centralbank.abcprocure.com> and Bank's Website www.centralbankofindia.co.in and the response should be submitted at per the Schedule of Events and Bid Details.
- d. The primary objective of this RFP is to identify a qualified vendor who can deliver a cutting-edge Biometric Authentication Solution that seamlessly integrates with the existing HCMS (PeopleSoft) and Access Control Systems. The selected system should provide advanced security features, offer reliable performance and demonstrate robust data management capabilities.
- e. The information contained in this RFP document or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the Bank, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
- f. This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist them in formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may at its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorised signatory of the Bank and the Bidder.

3. **Integrity Pact (IP)**

Vendors/bidders/sellers, only those who commit themselves to Integrity Pact (IP) with the

Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. **In case of bids not being accompanied with signed IP by the bidders along with the Technical Bid, the offers shall be summarily rejected.** IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached in **Annexure I** for strict compliance. The following Independent External Monitors (IEMs) have been appointed by the Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

i. **Mr Jagdip Narayan Singh, Mobile : +91 9978405930, E-mail- jagadipsingh@yahoo.com**

ii. **Mr. Trivikram Nath Tiwari, Mobile : +91 9871788277, E-mail- trivikramnt@yahoo.co.in**

4. **Invitation to Tender Bids**

- a. The selected bidder is required to adhere to the terms of this RFP document and any deviation from the same shall not be acceptable to Bank. Only those bidders, who satisfy the Eligibility Criteria mentioned in this RFP document need to respond.
- b. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the RFP document. Failure to furnish any information required by the RFP document or to submit a bid not substantially responsive to the RFP document in every respect will be at the Bidder's risk and shall result in the rejection of its bid. The procedure and terms & conditions for submission of bid are enumerated in this RFP.
- c. Any bid received after the last date and time for bid submission prescribed as mentioned above, will not be accepted by the Bank. Furthermore, bidders are advised to submit responses well before the last date and time of bid submission.

5. **Make In India/ MSE/Neighbouring Country Clause:**

- a. Only Class I and Class II local suppliers are eligible to participate in the bidding process as applicable under the orders issued by Govt. of India namely Public Procurement (Preference to make in India) Order 2017 as revised from time to time. (Ref: PPP-MII Order dated 16.09.2020 (Order number P-45021/2/2017-PP (BE-II) and as amended time to time. (**Annexure II refers**).
- b. This project involves use of customized/specialized gadgets requiring the personnel employed to safeguard public & Bank's property. It is prudent to have firms with the requisite experience in this field. Hence, considering the procurement of services related to Public and Bank's property, no exemptions/relaxation shall be given to a STARTUP. (Ref: As defined in the Gazette notification No DL-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended time to time). (**Annexure II refers**)
- c. The exemptions/relaxation shall be given to MSEs which are not a STARTUP. (Ref: Gazette notification No DL-33004/99 dated 23.03.2012 as amended time to time.) (**Annexure II refers**)
- d. The clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India shall be adhered to.(Ref: Order No F.No.6/18/2019-PPD, Ministry of Finance, Department of Expenditure). (**Annexure III refers**)

6. **Eligibility Criteria of Bidder**

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same may get rejected. The Eligibility Criteria is placed as **Annexure IV**.

7. **Scope of Work**

7.1. The Biometric Attendance System(BAS) should be able to integrate with the Bank's system. The system software also would be required to integrate with the Bank's internal software (HCMS) being utilized for attendance purpose.

- a. Installation of Biometric Attendance Marking system using latest technology viz. Facial Recognition/Iris Scanning subject to cost implication in comparison to Finger/ Palm based device.
- b. Maintenance of the BAS Eco-System including, Service & maintenance of the device, Web service, Application Server, Database Server, Middle Ware or any other support system during the Maintenance of the period of Contract.
- c. Integration of BAS with Bank's internal HCMS for accessing, monitoring & generating necessary reports (may be customized as per need) through the API integration.
- d. Response time for attendance marking should be less than 1 second.
- e. Employee marking attendance in BAS should automatically be marked present in HCMS and the staff movement to be captured and stored in HCMS.
- f. System should also be extended to cover existing Biometric Devices wherever already installed.
- g. In case of branches connected through V-SAT, in the event of lack of connectivity, server should be able to save the logs till connection to main server is restored. The updates can be through Batch process.
- h. Device must also have provision of sufficient Power backup/ UPS enabled in cases where power cut issue does not hamper operating the Device.
- i. The Device capacity should have minimum capacity of saving **100,000 logs** before connection to main server is restored.
- j. The process of change of Branch/Office ID in the event of transfer/deputation of an employee should be HCMS portal based, which mean, Branch ID should be automatically marked in BAS once the Branch ID marking is effected in HCMS portal.
- k. There should be functionality to mark the attendance for the consultants / advisors/ Visitors/ Auditors etc. and the employees who are on deputation for short interval of time.
- l. System should have capabilities to capture Home Branch, Attendance Marking Branch etc.
- m. There should be provision to mark the attendance in case of the system/ network failure with maker/Checker functionality at designated Admin Offices Regional Offices(RO)/Zonal Offices(ZO)/Central Office(CO) verticals and reason to mark attendance by this channel.
- n. The identification factors such Face, Iris, Finger etc. to be stored safely and no access to such information/ data to any offices be permitted other than the authorized official at Central Office.
- o. The Staff Status with regard to the Retired, Dismissed and other terminated employees should also be taken from HCMS System and updated in BAS automatically through integration with HCMS. There should be a system provision for marking of staff record/Access denied of such employees. These Provisions to be enabled at designated Admin Offices only RO/ZO/CO verticals.
- p. The BAS machine should work on Bank's existing network or on Wi-Fi wherever available in office.
- q. The complete MIS should be made available in HCMS to designated RO/ZO/CO verticals/CC in the report formats mentioned in this document(Para 7.2). The list and format is indicative only and the same will be dictated by the need.
- r. The system should enable capturing the attendance of employees with disability/ where biometric cannot be captured.
- s. It should facilitate monitoring of Check In and Check Out of the officials of the organization at all Bank Offices/Central Branches/ Office with provision to mark the attendance by shifts, where ever applicable.
- t. Search for an employee in any Branch/ Office based on multiple parameters like employee name department, section etc must be facilitated.
- u. Any other aspects may also be taken up with the vendor.

- v. First check in and last check out details to be sent to HCMS along with Employee Id, Location check in etc.
- w. **Supply and Installation:** Provide state-of-the-art face recognition and fingerprint reader hardware and software solutions, including all necessary accessories and peripherals.
- x. **Integration with PeopleSoft HCMS:** Develop a seamless integration with PeopleSoft HCMS using standardized APIs to ensure real-time synchronization of attendance and authentication data.
- y. **Automated User Registration:** Implement an automated user registration process that synchronizes employee data from PeopleSoft HCMS to the biometric system, ensuring efficient on boarding and updates.
- z. **Automated Location Updates:** Enable automated location updates based on HCMS PeopleSoft data, ensuring accurate attendance records even when employees change branches or offices.
- aa. **Customization:** Tailor the system to accommodate the Client's specific requirements, such as multi-branch management, custom reporting, and role-based access.
- bb. **Comprehensive Training:** Conduct comprehensive training sessions for IT personnel and end-users, ensuring effective system operation, troubleshooting, and routine maintenance.
- cc. **Ongoing Maintenance and Support:** Deliver a comprehensive maintenance and support plan that includes regular updates, patches, and technical assistance for a period of 5 years.
- dd. **Data Security:** Implement robust security measures to safeguard biometric data and ensure compliance with relevant data protection regulations.

7.2. REPORTS

Desired Indicative MIS Reports

The system should generate meaningful reports in various formats like Excel, word, PDF, CSV etc., customizable as per bank's need from time to time and made available at designated controlling authority viz. RO/ZO/CO Verticals and at CO HCM/PDOD for Bank as a whole through CMS portal. Indicative list of reports to be generated is as under :

- a. Consolidated Attendance Report enabling filter/sorting Branch wise, RO wise, ZO Wise, CO Vertical Wise and Bank as a whole.
- b. Attendance Report must contain, Employee Name, Employee ID, Check IN and Check OUT Time.
- c. Report of Employee on Sanctioned leave, Absent, Present, Deputation (i.e. Login in other that mapped Branches/Offices).
- d. Attendance Report on Authorized Person (other than employee) viz. Auditors/Valuer/Advocate Etc.
- e. Report on logs related to invalid attempt/login access.
- f. Report on early coming, late checkout, Man-hour.
- g. Attendance Register with Name, Emp. ID, Check in and Check out Time, Total Hours in Office etc.
- h. Leave status report of employee
- i. Attendance Summary Report etc
- j. Generation of periodic attendance reports for Central office as well as for RO/ZO/CO and branches.
- k. MIS should not only be Particular Day specific rather MIS should also be made available for any period as desired by the designated offices.
- l. Overall attendance of particular employees over a year or period as desired by designated official
- m. Staff who are reporting as different employee other than their Home Branch/Office

Daily and Monthly reports:-

- Late arrival
- Absenteeism
- Attendance

- Early arrival
- Early departure
- Time loss
- Continuous late arrival
- Continuous late departure
- Continuous absenteeism
- Out work

All the above reports must contain Name, Employee No (ID) and Department of employee along with columns of data as per the report.

7.3. MIS Reports:

Generate detailed and summary-level reports on attendance, authentication trends, and system utilization for effective management decision-making.

Provide insights into peak attendance hours, average attendance, and historical attendance patterns for various branches and offices.

Daily Logs:

Automatically generate daily logs capturing attendance records and authentication activities for each branch/office and employee.

Integration Failure Reports:

Identify and report any instances of data synchronization failures between the biometric system and PeopleSoft HCMS, enabling quick resolution of integration issues.

Exceptional Reports:

Flag and report exceptional events, such as multiple failed authentication attempts, authentication from unusual locations, or attempted breaches.

On-Demand Reports:

Enable authorized personnel to generate on-demand reports for specific date ranges, branches, offices, or employee groups.

Customized Reports during Contract Period:

Offer the flexibility to create customized reports based on specific requirements that may arise during the contract period.

Provide the ability to generate tailored reports that combine attendance and authentication data with other relevant HCMS information.

7.4. Security Requirements

The proposed Face Recognition and Fingerprint Reader System must adhere to stringent security standards to safeguard sensitive biometric and personal data. The selected vendor is required to implement the following security measures:

Vulnerability Assessment and Penetration Testing (VAPT): Conduct thorough VAPT assessments on the entire system, including hardware, software, and network components, to identify and address potential vulnerabilities. Perform regular VAPT audits to ensure on-going security and to proactively address emerging threats.

Data Encryption: Implement end-to-end encryption for data transmission between devices and the central server, ensuring that biometric and authentication data remains confidential during transit. Encrypt stored biometric data on the server and devices to prevent unauthorized access.

Access Control and Authorization: Enforce role-based access controls, allowing only authorized personnel to access specific system features and data. Implement multi-factor authentication for administrative access to the system, adding an extra layer of security.

Secure APIs: Develop secure APIs for seamless integration with PeopleSoft HCMS, using modern authentication and authorization mechanisms. Implement rate limiting and request validation to prevent API abuse and unauthorized access.

Anti-Spoofing Measures: Integrate advanced anti-spoofing techniques into the face recognition and fingerprint reader devices to detect and prevent fraudulent attempts. Continuously update anti-spoofing algorithms to address evolving threat vectors.

Data Retention and Purge Policies: Define clear data retention policies, specifying the duration for which biometric and authentication data will be stored. Implement automated data purge mechanisms to delete outdated records and ensure compliance with data

protection regulations.

Regular Security Updates: Provide timely security updates and patches for both hardware and software components to address known vulnerabilities. Maintain a mechanism for notifying the Client about critical security updates and ensuring their prompt implementation.(without any additional charges being levied to the bank.)

Intrusion Detection and Prevention: Deploy intrusion detection and prevention systems to monitor network traffic and detect any unauthorized or suspicious activities. Establish automated response mechanisms to mitigate potential security breaches.

Physical Security: Ensure that physical access to server locations, devices, and other critical components is restricted to authorized personnel only. Implement measures such as biometric access control and surveillance to prevent unauthorized access.

Compliance and Audit Trail: Maintain comprehensive audit logs of system activities, including authentication attempts, configuration changes, and data access. Ensure compliance with relevant data protection regulations, such as GDPR, and maintain the ability to provide audit trail information when required.

Incident Response Plan: Develop and document an incident response plan outlining procedures to follow in case of security breaches or data incidents. Define roles and responsibilities, escalation paths, and communication protocols to handle security incidents effectively.

Employee Training:

Provide comprehensive training for IT personnel, system administrators, and end-users regarding security best practices, data handling, and incident reporting. The proposed security measures should be documented in detail within the vendor's proposal, showcasing a comprehensive approach to data protection and system security. The Central Bank of India places a high emphasis on security, and the selected vendor will be expected to prioritize the safeguarding of sensitive information throughout the system's lifecycle.

7.5. PeopleSoft HCMS Integration:

Seamless Integration: Develop a seamless integration mechanism with PeopleSoft HCMS using established and secure APIs, such as RESTful protocol. Ensure compatibility with PeopleSoft HCMS modules, including employee records, attendance, and leave management.

Real-time Synchronization: Establish real-time synchronization of attendance and authentication data between the proposed system and PeopleSoft HCMS to maintain accurate and up-to-date employee records. Implement robust error-handling mechanisms to address data synchronization failures effectively.

Automated User Registration and Location Updates: Implement an automated process that synchronizes employee data from PeopleSoft HCMS to the biometric system, ensuring accurate and efficient user registration. Enable automated location updates based on HCMS PeopleSoft data, ensuring accurate attendance records even when employees change branches or offices.

7.6. Failure backup Arrangements:

Device Failure: In the event of device failure, the selected vendor must provide a robust contingency plan to minimize disruptions. This plan should include: Ensuring redundancy or spare devices in each branch/office to facilitate quick replacements. Immediate replacement of failed devices with fully functional units, maintaining the same or superior specifications.

A proactive mechanism for identifying device failures and initiating replacement procedures promptly.

Network Issues: To address network issues, the system should incorporate an intelligent offline mode that allows employees to authenticate even when the network is temporarily unavailable. This offline mode should store locally authenticated data and events until the network are restored, ensuring no data loss. Once the network connection is re-established, the system should automatically synchronize the retained data with the central server.

Power Outage: In the face of power outages, the system's devices should be equipped

with battery backup and power surge protection. This design will mitigate the impact of power disruptions and ensure continuous operation, minimizing any potential downtime.

7.7. Data Retention and Synchronization

To ensure data integrity, the system must:

- Retain locally authenticated data and events in case of temporary online sync issues.
- Ensure that no data loss occurs during such incidents. The data may be retained for a period of 6 months to fall back upon in times of need.
- Automatically synchronize retained data with the central server once online connectivity is re-established, guaranteeing accurate and up-to-date records.

7.8. Pan India Support and Service Personnel

The vendor is expected to:

- Provide comprehensive Pan India support, responding promptly to inquiries, issues, and maintenance requirements across all branches and offices.
- Maintain an adequate number of skilled service personnel in each district to ensure on-ground technical support, thereby minimizing response times and sustaining uninterrupted system operation.

7.9. Vendor Responsibilities for Replacements, Logistics, and Training

In addition to the responsibilities mentioned earlier, the selected vendor shall:

- Ensure prompt response times for replacement requests, with a commitment to delivering replacement devices within specified timeframe of reporting a failure.
- Maintain a dedicated logistics team to manage the seamless delivery of replacement devices and the retrieval of faulty units, minimizing operational disruptions.
- Provide comprehensive training to the Client's IT personnel and end-users, covering system operation, troubleshooting, and routine maintenance. The training should be tailored to various skill levels and conducted at multiple locations, as required.

8. Independent Service Provider

- a. The agreement entered into with the successful bidder shall be on a principal to principal basis between the bidder and the Bank. The bidder shall not be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal agent relationship in any manner whatsoever between the parties. The services rendered will be solely within control of the successful bidder subject to the terms and conditions agreed upon and agree not to hold it out to be an employee, agent or servant of the Bank or any subsidiary or affiliate thereof.
- b. The bidder's personnel, employees, agents, sub-contractor etc. have no authority/right to bind the Bank in any manner. The personnel or employees of bidder shall be employed by the bidder and governed by terms of the bidder's employment and the bidder shall be solely responsible and liable in the event of any adverse claims of whatsoever nature including all labour laws violations made on the Bank by the employees of the bidder.

9. Sub-Contractors

No sub-letting of any provisions of this contract will be permitted beyond first level under any circumstances. The bidder shall not assign or subcontract any of its responsibilities contained in this RFP to any agent, sub-agent or sub-contractor without prior written permission of the Bank, which the Bank may deny at its absolute discretion and if the Bank gives such prior written permission to sub-contract or any agent, it shall not be construed as waiver of any accrued rights and/or liabilities and the bidder shall be fully responsible for all acts and omissions of its contractors, sub-contractors or agents. The bidder shall not be construed to create any contractual or other relationship between the Bank and any such contractor/ sub-contractor or agent, nor any obligation on the part of the Bank to pay or see to the payment of any money due to any contractor/ sub-contractor/agent. Bank shall have right to assign this agreement or benefits of this agreement to its subsidiary, associate or group company.

10. Performance Bank Guarantee

The selected bidder shall submit a Performance Bank Guarantee to the Bank for an amount equivalent to **3% of contract value for a period of 4 years (One year**

warranty and three years AMC) PLUS 2 months for the contract. Fresh PBG will be required to be submitted in case of an extension, within 15 days of receipt of formal communication (email or letter) from the Bank about the successful bid & allocation of work. The Bank Guarantee should be issued by any Scheduled Commercial Bank excluding Central Bank of India. In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the vendor. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the vendor should be included in the remaining amount of the contract value.

The Bank reserves the right to recover any dues payable by the selected vendor from any amount outstanding to the credit of the selected vendor, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.

If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the vendor, will be forfeited.

Format for BG is attached as per **Annexure VI**.

11. Language of Bid

The language of the bid response and any communication with the Bank must be in written English only. Supporting documents provided with the RFP response can be in another language so long as it is accompanied by an attested translation in English, in which case, for purpose of evaluation of the bids, the English translation will govern.

12. Period of Validity of Bid

a) Bids should remain valid for the period of at least 180 days from the date of opening of the bid. In case the last date of submission of bids is extended, the Bidder shall ensure that validity of bid is reckoned from modified date for submission. A Bid valid for a shorter period may be rejected by the Bank as non-responsive.

b) In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD.

c) The Bank reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

13. Clarification/Amendment of Bidding Document

a) To assist in the examination, evaluation and comparison of bids the bank may, at its discretion, ask the bidder for clarification. The response should be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

b) Bidder requiring any clarification of the Bidding Document may notify the Bank in writing for clarification at the address given above or by e-mail indicated in Schedule of Events & Bid Details. **Queries/clarifications will not be entertained over the phone.**

c) The Bidder is requested to collate and submit queries together to seek clarifications / responses from Bank. The Bidder should ensure that all the queries and clarifications are communicated in writing on or before the date given in the schedule of events of this RFP document. Bidders are requested to visit our Banks website for clarifications and other communications.

d) **A pre-bid meeting is scheduled as per details mentioned in the Schedule of Events.**

e) Bank reserves the sole right for carrying out amendments / modifications / changes in the bidding process including any addendum to this entire bid. The bidders shall not claim as a right, requiring Bank to do the aforesaid.

f) Text of queries raised (without identifying source of query) and response of the Bank together with amendment to the bidding document, if any, will be posted on Bank's website. No individual clarification will be sent to the bidders. It is the responsibility of the bidder to check the website before final submission of bids.

g) Relaxation in any of the terms contained in the Bid, in general, will not be permitted,

but if granted, the same will be put up on Bank's Website.

- h) All bidders must ensure that such clarifications/ amendments have been considered by them before submitting the bid and all such addendums/amendments/notices shall be binding on them. Bank will not take responsibility for any omissions by bidder.
- i) At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.
- j) If required, Bank at its sole discretion may extend the deadline for submission of bids in order to allow prospective bidders reasonable time in which they need to take the amendment into account in preparing their bids. Bank reserves the rights to extend the deadline for the submission of bids. However, no request from the bidder shall be binding on Bank for the same. Bank's decision in this regard shall be final, conclusive and binding on all the Bidders.

14. Authorization to Bid

- a) The proposal/ bid being submitted would be binding on the Bidder. As such, it is necessary that authorized personnel of the firm or organization sign the bid documents. The designated personnel should be authorized by a senior official of the organization having authority, duly supported by copy of Board resolution and Power of Attorney.
- b) All pages of the bid should be initialled by the person or persons signing the bid.
- c) Bid form as per **Annexure VII** should be signed in full & official seal affixed.
- d) Any inter-lineation, erasure or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.
- e) All such initials shall be supported by a rubber stamp impression of the "Bidding Entity".
- f) The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a bid commitment. The letter should also indicate the complete name and designation of the designated personnel.

15. Bidding Process (Two part Bid)

- a) The Bid prepared by the Bidder should comprise the following components:
 - i) Technical bid - Part I: **"TECHNICAL BID FOR Supply, Installation and Integration of Biometric Attendance Devices at Offices and Branches pan India.**
 - ii) Commercial bid - Part II: **"INDICATIVE COMMERCIAL BID FOR Supply, Installation and Integration of Biometric Attendance Devices at Offices and Branches pan India.**
- b) Any bid document not conforming to any one of the above terms will be rejected.
- c) In the first stage, Integrity Pact (IP) signed by authorized signatory submitted by bidder will be reviewed and if it is as per prescribed format then only TECHNICAL BID will be opened and evaluated. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for commercial evaluation. Under the second stage, the INDICATIVE COMMERCIAL BID of only those bidders, whose technical bids are qualified, will be opened.
- d) After evaluation of indicative commercial bids, the L1 bidder will be selected using Reverse Auction process which will be as per the Bank Empanelled Third Party Service Provider.
- e) **50% OF THE TECHNICALLY QUALIFIED BIDDERS WOULD BE BARRED FROM PROCEEDING AHEAD TO THE REVERSE AUCTION (RA) STAGE IN CASE OF RECEIPT OF 3 OR MORE BIDS. IN CASE OF 2 BIDS, BOTH WILL BE ALLOWED TO PROCEED TO RA STAGE.**

16. Technical Bid

- a) Document Comprising Technical Bids:
 - Compliance Certificates as per Annexure.
 - Bid Covering Letter in the format as per Annexure.

- Bid Document Fee.
- Earnest Money Deposit (Demand Draft/Banker's Cheque)/ MSME Certificate.
- Bidders information as per Annexure on bidder's letterhead.
- Certificate of Registration.
- A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
- Eligibility Criteria as mentioned in Annexure IV.
- Audited balance sheets for last 3 audited years.
- Audited profit and loss account statement for last 3 audited years.
- Work Orders and client certificates as proof.
- Documentary evidences / letters from clients and Contact details of client and references for each project.
- Self-Certificate of not being blacklisted as per Annexure.
- Manufacturer's Authorization Form as per Annexure.
- Undertaking of Authenticity as per Annexure.
- Statement of Deviation as per Annexure.
- Copy of Sales Tax/GST registration number.
- Copy of Service Tax Registration.
- Copy of Service Tax returns for last 3 audited financial years.
- Compliance to technical requirements specified in the scope of work.
- Compliance to Minimum Technical and Functional specifications.
- Signed copy of bid document.

17. **Commercial Bid**

- a) Prices being quoted in the indicative price bid & in the reverse bidding process are to be quoted in Indian Rupees (₹) INR only.
- b) The quoted prices shall be **EXCLUSIVE** of all taxes, duties & statutory levies such as GST, excise duty, customs duty, cess, Octroi / Entry Tax except Service Tax.
- c) Prices quoted by the Bidder in the reverse bidding process shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account like exchange rate fluctuations, except for changes in taxes, duties, levies, etc. by the State/ Central Government. Should there be any change in applicable taxes, duties, levies, etc. by the State / Central Government, the actual taxes, duties, levies, etc. on the date of billing would prevail.
- d) **Revealing of Prices:** The rates and/or prices in any form or for any reasons shall not be disclosed in the technical or other parts of the bid except in the indicative price bid, failure to do so make the bid liable to be rejected.

18. **Submission of Bids**

Bids will be submitted under arrangements of the bidder. The Bank will not be liable for any delay due to any reason like technical error etc. Bids must be submitted not later than the specified date and time mentioned in the RFP. The Bank may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Bank and bidders, previously subject to the deadline, will thereafter be subject to the deadline extended. All the correspondence/bid should be addressed to Bank at the address mentioned on the first page of the document.

19. **Deadline for Submission of Bids**

Bids must be submitted on the e-Tendering Portal, no later than the date & time specified under Schedule of Events. The Bank may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations of the Bank and bidders previously subject to the deadline will thereafter be subject to the extended deadline.

20. **Bid Integrity**

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that Bank may take. All the submission, including any accompanying documents, will become property of the Bank.

21. **Opening and Evaluation of Bids**

The Technical Bid will be opened on the GeM Portal as per the date / time mentioned in schedule of events.

22. **Preliminary Examination**

- a) The first stage of evaluation would involve examination of the bid documents of each of bidders against the **“Eligibility Criteria”** and submission of EMD. Bidders fulfilling all the eligibility criteria as mentioned in “Eligibility Criteria” of this document, will be eligible for further process i.e. Technical Evaluation.
- b) This is to ensure that the experience and financial capacity and other bidder attributes claimed there in are consistent with the needs of this project. Bank may ask bidder(s) for additional information, visit to bidders site and/or arrange discussions with their professional, technical faculty to verify claims made in bid documentation.

23. **Technical Evaluation**

- a) Technical Bids will be scrutinized and Bank will determine whether the technical specifications along with documents have been furnished as per Bid and whether hardware items quoted comply with the minimum specifications defined in the relevant Annexure.
- b) Any deviation from the minimum requirement may lead to rejection of the bid.
- c) The Bank reserves the right to evaluate the bids on technical & functional parameters The Bank may visit sites of actual implementation of any of the proposed products referred by the Bidder and check the feasibility of the products proposed. The bidder shall be responsible for facilitating and arranging the site visit. The travel and lodging expenses for such visits shall be borne by the bank.
- d) During evaluation and comparison of bids, the Bank may, at its discretion ask the bidders for clarification. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.
- e) The list of the qualified bidders will be prepared along with their technical scores.

24. **Commercial evaluation process**

- a) Only those Bidders who qualify in pre-qualification and Technical evaluation would be short listed for commercial evaluation via **e-Reverse bidding** on the e-tendering Portal.
- b) L1 bidder will be ascertained through e-Reverse Bidding and will be considered eligible for award of contract, subject to meeting all other criteria for allotment.
- c) Arithmetic errors, if any, in the price breakup format will be rectified as under:
 - i. If there is a discrepancy between the Unit Price and Total Price which is obtained by multiplying the unit price with quantity, the Unit Price shall prevail and the Total Price shall be corrected. If the bidder does not accept the correction of errors, the bid will be rejected.
 - ii. If there is a discrepancy in the Unit Price quoted in figures and words, the Unit Price In Words shall be taken as correct.
 - iii. If the vendor has not worked out the Total Bid Price or the Total Bid Price does not correspond to the Unit Price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
 - iv. Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any bidder.

25. **No Erasures or Alterations**

- a) There should be no significant hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the forms using terms such as “OK”, “accepted”, “noted”, “as given in brochure/manual” are not acceptable to the Bank. The Bank may treat offers not adhering to these guidelines as unacceptable.
- b) The offer should be complete and self-contained in all respects and avoid cross-

referencing other offers from the same vendor.

- c) Right to Alter Quantities – The Bank reserves the right to alter the requirements specified in the Tender. The Bank also reserves the right to delete one or more items from the list of items specified in the Tender. The Bank will inform all bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities

26. Bidding Document

- a) The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidders' risk and may result in the rejection of its bid. Bidder should strictly submit the bid as per RFP failing which the bid will be rejected as non-responsive.
- b) **The bidder is advised to carefully read and understand the complete scope/ value and volume of the contract involved before submitting their tenders on the e-tendering Portal.** In general, bidder shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. Submission of a tender by the bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions, rates and other factors bearing on the execution of the works. No clarifications will be entertained after submitting the tenders.

27. Contacting the Bank

- a) No bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of price bid to the time the contract is awarded.
- b) Any effort by a bidder to influence the Bank in evaluation of the bid, bid comparison or contract award decision may result in the rejection of the bid.

28. Bank's Right to Accept or Reject any Bid or All Bids

The Bank further reserves the right to accept or reject any offer and annul the bidding process or even reject all bids at any time prior to award of the contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the Bank's action. The Bank reserves the right to select more than one Bidder keeping in view its large requirements. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the vendor.

29. No Commitment to accept lowest or any tender

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. Central Bank of India reserves the right to make any changes in the terms and conditions of the Bid. Central Bank of India will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

30. Award and Signing of Contract

- a) Prior to the expiration of bid validity, the Bank will notify successful bidder in writing by letter in duplicate or email that its bid has been accepted. The Selected bidder has to return the duplicate copy to the Bank within 7 working days duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- b) In case a particular bidder has emerged L1, it would be mandatory for the bidder to accept the work awarded by the bank.
- c) Performance Bank Guarantee (PBG) of 3% of contract value (contract for 4 years) for a period of 4 years PLUS 2 months for the contract. Fresh PBG will be required to be submitted in case of an extension. The PBG must be from a Scheduled Commercial Bank (excluding cooperative banks), **other than Central Bank of India**, within 15 days of receipt of formal communication (email or letter) from the

Bank about the successful bid & allocation of cluster. Format of Performance Bank Guarantee is attached as Annexure to this document. Fresh PBG will be required to be submitted in case of an extension of contract for the duration of the contract PLUS 2 months.

- d) The successful bidder(s) shall be required to enter into a contract with the Bank, within 15 days of receipt of formal communication (email or letter) from the Bank about the successful bid & allocation of cluster or within any extended period, as may be intimated by the Bank in writing, along with the letter of acceptance, PBG and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter and contract should be submitted. In case the bidder fails to enter into a contract with the Bank within the stipulated time, Bank reserves the right to cancel the order and redistribute allotted sites to other eligible bidder(s).
- e) Failure of the successful Bidder to enter into a contract with the Bank within the stipulated time shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- f) The Bank reserves the right either to invoke the Performance Bank Guarantee or to cancel the purchase order or both if the Bidder fails to meet the terms of this Bid or contracts entered in to with them.

31. No Waiver of Bank Rights or Successful Bidder's Liability

Neither any payment sign-off by Bank, nor any payment by Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by Bank shall affect or prejudice the rights of Bank against the finally selected bidders, or relieve the finally selected bidders of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in Bank to pay for alterations/amendments/variations, or discharge the liability of the successful bidder for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify Bank nor shall any such certificate nor the acceptance by him of any such paid on account or otherwise affect or prejudice the rights of the successful bidder against Bank.

Incidental Services - The Bidder shall provide all the services as specified in the tender document, particularly the Project Overview and Technical Summary. The price for performing the required incidental services shall be deemed to be included in the Contract Price.

Further, if the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.

It may be noted that there will be an acceptance test by the Bank after implementation of the solution. In case of discrepancy in solution implemented, the Bank reserves the right to cancel the entire purchase contract and the bidder should take back their equipment at their costs and risks. The test will be arranged by the bidder at the sites in the presence of the officials of the Bank and / or its consultants.

32. Inspection, Quality Control and Audit

The Bank may, at its discretion, get the products, software's/ hardware's and services of the finally selected bidder inspected/ audited by its internal/external inspectors/auditors. The finally selected bidder/s and or his/their outsourced agents shall facilitate the same.

33. Cancellation of Contract

The Bank shall have the right to cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of at least 2 (two) months and cure period of 1 (One) month, for any valid reason, like the following reasons:

- a) Laxity in following security standards laid down by the Bank
- b) Delay in execution of orders placed by the Bank
- c) Discrepancies / deviations in the agreed processes and/or products

d) Violation of terms & conditions stipulated in this Bid /contract
Similarly, the Service Provider will also have the right to terminate the contract post giving a notice of termination of 3 months.

34. Delays in the Performance

Delivery of the solution and performance of the services shall be made by the Bidder in accordance with the time schedule, technical specification, scope of the project and other terms & conditions as specified in the Bid/SLA/Contract. Any delay in performing the obligation /defect in performance by the supplier would result in penalties as per the SLA clauses and may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract. The bank shall provide the bidder 3 months' notice to remedy the breach.

35. Publicity, Privacy and Security Safe Guards

Any publicity by the bidder in which the name of Bank is to be used should be done only with the explicit written permission of the Bank. Successful Bidder(s) 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 successful Bidder under this contract or existing at any Bank location. Successful Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. Successful Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location.

36. Governing Laws, Disputes and Arbitrations

- a) This is applicable in case of successful bidder only. The contract shall be interpreted in accordance with the laws of India.
- b) All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, party (Bank or Bidder), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to a panel of three arbitrators, out of which both the parties shall appoint one arbitrator each and the two arbitrators so appointed shall appoint a third arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. Any appeal will be subject to the exclusive jurisdiction of courts at Bangalore.
- c) The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- d) Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- e) The award of the arbitrators shall be final and conclusive and binding upon the Parties, and the parties shall be entitled to enter judgment thereon. The Parties further agree that such enforcement shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.
- f) Subject to the aforesaid, for all matters for which the courts of law would have jurisdiction, including without limitation for an application for the appointment of an arbitrator under the provisions of section 11 of the Arbitration and Conciliation Act, 1996, the courts of law at Mumbai, Maharashtra State, India entering in to the

agreement, shall have exclusive jurisdiction.

37. Notices

- a) Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by email and confirmed in writing to other Party's address. For the purpose of all notices address shall be the one provided on the 1st Page.
- b) The notice shall be effective when delivered or on the notice's effective date whichever is later.

38. Taxes and Duties

The Bidder shall be entirely responsible to pay all applicable taxes, duties, license fees; road permits, other taxes, cess, octroi, entry tax, GST etc. incurred. The Price Bid shall be excluding all taxes, duties & statutory levies such as GST/Sales Tax, excise duty, customs duty, Cess, Octroi/Entry Tax etc.

39. Bidder's Obligation

- a) The Bidder is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time.
- b) Bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors on the part of its personnel.
- c) The Bidder will treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank.

40. Technical Documentation

- a) The documents should be delivered by the Bidder to the Bank for every software including third party software before software/service become operational, which includes, user manuals, installation manuals, operation manuals, process documents, technical manuals, functional specification, on-line tutorials, test procedures etc.
- b) The Bidder should also provide documents related to Review Records/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable.
- c) The Bidder should also provide the MIS reports as per requirement of the Bank.
- d) Any level/version changes and/or clarification or corrections or modifications in the above mentioned documentation should be supplied by the Bidder to the Bank free of cost in timely manner.

41. Services

- a) All professional services necessary to successfully implement the project will be part of the Bid. These services include, but are not limited to Project Management, Training, Deployment methodologies, etc.
- b) The bidder should submit as part of technical Bid an overview of Project Management approach of the project.
- c) Bidder should ensure that Bidder's key personnel with relevant skill are always available to the Bank.
- d) Bidder should ensure the quality of methodologies for delivering the services and its adherence to quality standard.
- e) All products updates, upgrades & patches should be provided by the bidder free of cost during the contract period. The Bidder should keep the Bank explicitly informed the end of support dates on related products/hardware and should ensure a support during the contract period.
- f) Bidder should provide legally valid software solution.

42. Other Terms & Conditions

- a) Bank shall have the right to cancel the Bid Process at any time prior to award of contract, without thereby incurring any liabilities to the affected Bidder(s). Reasons for cancellation, as determined by the Bank at its sole discretion include but are not limited to, the following:
 - i. Services Contemplated are no longer required
 - ii. Scope of work were not adequately or clearly defined due to unforeseen

- circumstance and/or factors and/or new developments
- iii. Proposed prices are unacceptable to the Work
 - iv. The project is not in the best interest of the Bank
 - v. Any other reason
- b) Bank reserves the right to appoint a consultant at any stage during bidding process.
 - c) During the contract period, Bank will not hire or retain, either as an employee or consultant, any employee of the bidder.
 - d) All pages of Bid should be stamped and signed by Authorized Signatory of the Bidder.
 - e) Bank may choose to take an undertaking from Bidder employees to maintain the confidentiality of the Bank's information/documents etc. Bank may seek details / confirmation on background verification of Bidder's employees worked/working on Bank's project as may have been undertaken / executed by the Bidder. Bidder should be agreeable for any such undertaking/verification.
43. **Delivery and Implementation**
Successful bidder should submit the delivery and implementation plan for pan India implementation for Biometric Attendance System. The Project may be implemented on Zone wise basis for better control & administration.
44. **Penalties**
- a) **Penalty for delay in delivery and implementation**
In case the successful bidder is not able to make the Biometric attendance system GO-LIVE at all sites allocated for Central Bank of India, within 65 days of acceptance of Purchase Order, a penalty of 0.5 % of the value of deliverables, will be levied per week of delay or part thereof, with maximum 10% of the value of deliverables.
 - b) **Penalty for Down Time post Implementation**
In case of downtime of system, Penalty of Rs. 500/- per day per site will be levied, with maximum 10% of the value of contract.
45. **Fraud & Corrupt Practices**
- a) The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/ undesirable or restrictive practices in the Bidding Process.
 - b) Without prejudice to the rights of the Bank, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the Bidding Process, such Bidder shall not be eligible to participate in any RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.
 - c) For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them
 - d) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Authority or after the execution of the

Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project.

- i) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.
- ii) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process.
- iii) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- iv) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

46. Payment Terms

- i) 100 % of the cost of licenses for applications, Fingerprint /Face Recognition devices, third party licenses (if any), any other deliverables, will be paid after successful installation and acceptance of the system and equipment by Bank.
- ii) Payment will be done by the concerned RO upon satisfactory installation of devices and upon the devices being made operational across all branches of the region.
- iii) No Advance Payment will be made for the project.
- iv) Payment of AMC for the new deliverables will be made after completion of warranty period of one year, on quarterly basis. Warranty period will start from date of successful installation and acceptance of the system and equipment at site.

47. Warranty

The Product support during warranty period shall be for complete infrastructure setup and accessories supplied. Bidder will have to provide a post-installation warranty as per the terms mentioned below:- Comprehensive Warranty for 12 Months from the date of installation or 13 months from the date of the delivery whichever is earlier. Bidder will have to upgrade the Hardware/ Software (in case of requirement) during warranty period at no cost to Bank. Patch updation, security patch updates etc to be done (as and when required) preferably quarterly / half yearly in coordination with the Bank / MSP team. In event of any equipment / part is replaced or any defect in respect of any equipment / part is corrected for more than one instance of any quarter during the base warranty period of 1 year, the warranty in respect of the entire hardware equipment for which the equipment / part is replaced / defect is corrected, will be extended for an additional period of twelve months from the date of such replacement/ correction of defects. In case of significant failures of specific component entire Biometric Print Capture Device has to be replaced with new ones in proactive manner. The proactive action has to be taken immediately without affecting the banks day to day functioning and in a mutually convenient time. The proactive action plan is required to be submitted well in advance. Bidder is required to ensure that this kind of situation never arises. The Bidders warrants that the Biometric Print Capture Device supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Bidder further warrants that all Biometric Print Capture Device supplied or Works carried out under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and /or material is required by the Bank's specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods or Works in the conditions prevailing in the country. Warranty should not become void if the Bank buys any other supplemental hardware from third party and installs it with/in these machines. However, the warranty will not apply to such hardware items installed.

48. Annual Maintenance Contract and Annual Technical Support

Bidders must quote for comprehensive on-site AMC, which shall include labour and cost of the material, for a period of 3 (three) years after the expiry of one year warranty period as mentioned above. The AMC shall be on-site comprehensive and shall not require the purchaser to procure and store recommended spares at the site during warranty / AMC. Entering into AMC for a lesser number of years (pro-rata charges to apply) shall be at the discretion of BANK. The minimum AMC (after the warranty period) to be quoted by the vendor in the commercial proposal is 3% per annum on the base price of Hardware. The Comprehensive on-site AMC must be quoted by all the bidders for the subsequent 3 years' period over and above the warranty period. The Comprehensive on-site AMC prices should be based upon the percentage of the Purchase price or prevailing list price at the completion of three years, whichever is lower. Price Bids without AMC shall be summarily rejected. AMC rates must be quoted as per the price bid format enclosed. No other format shall be accepted. In case of software, Operating System, Equipment Firmware and Equipment OS, during installation, integration, acceptance testing, warranty period, extended warranty period and AMC, all updates and upgrades shall be supplied and installed free of cost on prepaid freight basis. The support shall have to be mandatorily on-site. However, in exceptional cases remote support from OEMs'/bidders' software/service centers, through phone/Email/Fax, etc shall also be required and is a must. The time limit within which such calls shall be attended to shall be only based on the SLAs mentioned in this RFP.

Further AMC payments will be divided into four equal installments for the year and paid quarterly at the end of each quarter, on actuals. The payment will be on production of original invoice against receipt of satisfactory support report of previous quarter from Operations Managers of the Bank. All the above documents to be duly signed by the authorized service delivery head of the bidder. There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the bidder. Payment will be released by IT Dept as per above payment terms on submission of relevant documents. The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 days from the date the dispute stands resolved.

49. Compliance with Laws

- a) The Service Provider agrees that it shall comply with all applicable Central, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required. If at any time during the term of this Agreement, the Bank is informed or information comes to the Bank's attention that the Service Provider is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), the Bank shall be entitled to terminate this Agreement with immediate effect.
- b) The Service Provider shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, subcontractors and agents including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act and shall establish and maintain all proper records particularly but without limitation, accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records and returns as applicable under the Labour Legislation and the Service Provider shall indemnify and save the Bank harmless in the event of any claim from any statutory authority or any employee(s) or agent or employee(s) of subcontractors of the Service Provider.

50. Confidentiality and Secrecy

- a) All tangible and intangible information obtained, developed or disclosed by the bidder including all documents, data, papers, statements, any business/customer information, trade secrets and process of the Bank relating to its business practices in connection with the performance of said services under this RFP or otherwise, is deemed by the Bank and shall be considered to be confidential and proprietary

information (“Confidential Information”).

- b) The Service Provider shall ensure that the Confidential Information shall not be used or permitted to be used in any manner except for the purpose of performance under this RFP and the Service Provider shall not disclose or part with the Confidential Information to unauthorized person(s). The Service Provider shall ensure that the Confidential Information is safeguarded and shall take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. The Service Provider shall ensure that their employees/agents/sub-contractors are bound by similar obligation to maintain secrecy in respect of Confidential Information.
- c) In the event of any breach or threatened breach of this clause by the Service Provider and/or its employees/agents/sub-contractors, the Service Provider shall be liable to pay damages as may be quantified by the Bank.
- d) In the event of any breach or threatened breach of this section by Service Provider/its employees/agents/sub-contractors, monetary damages may not be an adequate remedy; therefore, the Bank shall be entitled to injunctive relief to restrain the Service Provider/its employees/agents/sub-contractors from any such breach, threatened or actual.
- e) The provision under this para shall survive even after the expiry or termination of this agreement.
- f) On the expiry or termination of this Agreement, Service Provider shall handover or cause to be handed over all the Confidential Information, assets, documents, instruments and/or properties of or relating to the Bank and all other related materials in possession of Service Provider to an authorized official of the Bank.
- g) The Selected Bidder shall be required to sign a **Non-Disclosure Agreement** with Bank as per prescribed format provided in **Annexure XVI** within seven days of issuing the order/letter of intent.

51. **Indemnity**

The selected bidder shall fully indemnify and hold harmless the Bank against any penalty imposed by RBI/ or any Statutory Authority for any reason connected with the services rendered by the selected bidder, liability, losses, claims, costs including attorney's cost, expenses accruing, incurred or suffered by the Bank directly or indirectly arising on account:

- a) Of any act, commission or omission, negligence, fraud, forgery, dishonesty, misconduct or violation of any of the terms and conditions of this RFP by the selected bidder/its employees/agents/subcontractors;
- b) Of any robbery, theft, extortion, misappropriation, accident when any assets or properties or documents or instruments are or deemed to be in the custody of the selected bidder.
- c) The selected bidder shall be liable to pay the amount to the Bank as determined by the Bank under this provision on demand and the Bank shall be entitled to adjust the amounts so determined to be due from the selected bidder against the future payments due by the Bank to the selected bidder.
- d) The selected bidder shall fully indemnify and hold harmless the Bank against IPR, confidentiality and labour law violations.
- e) 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. The selected Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third- party copyright, patents, or other intellectual property, and third-party claims on the Bank.
- f) The selected bidder shall in no event enter into a settlement, compromise or makes any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and service providers) rights, interest and reputation.

52. **Non-Transferable Offer**

This Request for Proposal (RFP) is not transferable. Only the bidder who has submitted the bid will be eligible for participation in the evaluation process.

53. Ownership and Retention of Documents

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

54. Audit

- a) The services provided by the bidder shall be subject to the audit at the discretion of the Bank.
- b) The Bidder shall at all times whenever required furnish all information, records, data stored in whatsoever form to internal, external, Bank appointed and statutory/RBI inspecting auditors and extend full cooperation in carrying out of such inspection. The Bidder will also undertake to co-operate with the RBI to carry out its supervisory functions and objectives and will furnish all records and other information as RBI may call for to carry our inspection and/or other functions. The Bidder is required to facilitate the same at no additional cost and shall provide uninterrupted access to the documents required by the auditors. Further the Bidder has to ensure rectification of all the irregularities thus pointed out by the auditor within a stipulated time frame.
- c) In line of above, the selected bidder shall ensure that all regulatory, Statutory, Local Administration requirements are adhered to subsequently while undertaking deliverable and services over the period of contract without any additional cost to Bank.
- d) To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Bidder shall afford the Bank's representative access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement system (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to the bidder.
- e) The vendor will be liable to make good any loss incurred by the Bank due to any act of omission/commission by the vendor related to the activities covered under the contract.

55. Enforceability

The decision of the Bank in arriving at the conclusion of breach of conditions and/or default of supplier will be accepted by the supplier without any demur and the Bank will be at liberty to enforce these conditions/rights.

56. Assignment

The whole of the works included in the contract shall be executed by the bidder and shall not directly or indirectly transfer, assign or sublet the contract or any part, share or interest therein. If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bidder under this RFP.

57. Minimum wages

The bidder hereby agrees and undertakes that during the subsistence of this agreement , they will not employ any personnel/individual below the Minimum Wages fixed by appropriate government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948.

58. Successors

The Agreement with successful bidder/s shall binds the heirs, executors, administrators, successors and permitted assigns of the Service Provider with respect to all covenants

herein, and cannot be changed except by written agreement signed by both parties. The term "Service Provider " wherever used shall mean and include its employees, agents, subcontractors and representatives and the heirs, executors, administrators, successors and assigns of all such employees, agents, subcontractors and representatives.

59. Termination of Contract

a) Termination for Default

- i. Bank may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the contract in whole or part: if the Bidder fails to deliver any or all of the systems within the period(s) specified in the Contract, or within any extension thereof granted by the Bank pursuant to conditions of contract or if the Bidder fails to perform any other obligation(s) under the Contract.
- ii. In the event of Bank terminating the Contract in whole or in part, the Bank will procure, upon such terms and in such manner, as it deems appropriate, systems at Written Down Value (WDV). However, the Bidder shall continue the performance of the contract to the extent not terminated.

b) Termination for Insolvency. Bank may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to the Bank.

c) If the Termination is on account of failure of the Vendor to perform the obligations under this RFP contract, the Bank shall have the right to invoke the Performance Bank Guarantee(s) given by the selected bidder. In case of the compensation exceeding 10% of the Contract Value, the Bank reserves the right to terminate the contract.

d) The Bank will be entitled to terminate this Contract, without any cost to the Bank and recover expenditure incurred by Bank, on the happening of any one or more of the following conditions as per the terms and conditions mentioned at Para 33 above:

- i) The selected bidder commits a breach of any of the terms and conditions of the bid.
- ii) The Vendor goes into liquidation voluntarily or otherwise.
- iii) An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- iv) The progress regarding the execution of the order accepted by the selected bidder is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the contract executed by the another party of its choice by giving one month's notice for the same . In this event, the selected bidder is bound to make good the additional expenditure, which Bank may have to incur in executing the contract. This clause is applicable, if for any reason, the contract is cancelled.
- v) If deductions on account of liquidated damages exceeds more than 10% of the total contract price.
- vi) Non-satisfactory performance of the selected bidder during implementation and operation.
- vii) An act of omission by the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract.
- viii) Material discrepancies in the Deliverables and Services noted in the implementation of the Project. Bank reserves the right to procure the same or similar product from the alternate sources at the risk, cost and responsibility of the selected bidder.
- ix) Selected bidder or its sub-contractors are found to be indulging in frauds.
- x) The Bank suffers a financial and reputation loss on account of any activity of Vendor.
- xi) In the event of any default by the Service Provider, if in the reasonable opinion of the Bank, performance of any of the said services under this RFP contract by

the Service Provider, is not acceptable being in contravention of any laws as may be applicable from time to time or industry practice, under the circumstances which would amount to objectionable service.

- xii) If Service Provider fails to perform the said services under this RFP contract or to observe any of its obligations or breaches all or any of the terms of this Agreement.
- xiii) If a petition for insolvency is filed against the Service Provider and such petition is not dismissed within Ninety (90) days after filing and/or if the Service Provider makes an arrangement for the benefit of its creditors or, if the Court Receiver is appointed as receiver of all/any of Service Provider's properties.
- xiv) If in the opinion of the Bank the interest of the Bank are jeopardized in any manner whatsoever.
- xv) It is hereby agreed and understood by the parties that the provisions of this Clause shall not limit or restrict nor shall they preclude the Bank from pursuing such further and other legal actions, against Service Provider for any breach or non-compliance of the terms of this Agreement
- xvi) Failure of the bidder to accept the contract and furnish the Performance Bank Guarantee within 30 days from receipt of purchase order.
- xvii) Delay in delivery beyond the specified period.
- xviii) In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder.
- xix) Effect of termination

If bank terminates or cancels the assignment on the default mentioned in the termination clause, in such case Bank reserves the right to get the balance contract executed by another party of its choice. In this event, the Service Provider shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new Vendor and for execution of the balance of the contract. Immediately upon the date of expiration or termination of the Tender and subsequent Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date. Without prejudice to the rights of the Parties, upon termination or expiry of this Tender and subsequent Agreement, Bank shall pay to Bidder, within thirty (30) days of such termination or expiry, of the following: All the undisputed fees outstanding till the date of termination; Upon the termination or expiry of this Tender and subsequent Agreement: The rights granted to Bidder shall immediately terminate. Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Bidder, being used by Bidder to provide the Services and (ii) the assignable agreements, Bidder shall, use its reasonable commercial endeavors to transfer or assign such agreements and Bidder Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties. Upon Bank's request in writing, Bidder shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

60. Waiver

- a) Non-enforcement by either party of any of the provisions of this Contract shall not construe or constitute as a waiver of the provision itself or any subsequent breach thereof. The validity of the Contract shall not be affected, should one or more of its stipulations be or become legally invalid and such stipulation is severable from and not fundamental to the obligations of either party to this Contract. In such a case, the parties shall negotiate in good faith to replace the invalid clause by an agreed stipulation which is in accordance with the applicable Indian Law and which shall be as close as possible to the party's original indent.

- b) The failure on the part of the Bank to insist upon the performance of any terms and conditions of RFP, to exercise any right or privilege conferred in this RFP, or to demand any penalties resulting from any breach of any of the terms or conditions of this RFP shall not to be construed as a waiver on the part of the Bank of any terms, conditions, rights or privileges, but the same shall continue and remain in full force and effect, nor will such waiver affect any subsequent breach or subsequent action in that behalf.

61. Force Majeure

- a) Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- b) For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bandh, fires, floods, epidemic, pandemic, quarantine restrictions , if any , declared by the Government ,freight embargoes, declared general strikes in relevant industries, vis Major Act of Government, impeding reasonable performance of the Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- c) If a Force Majeure situation arises, the Service Provider shall promptly notify the Bank in writing of such conditions, the cause thereof and the likely duration of the delay. Unless otherwise directed by the Bank in writing, the Service Provider 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.
- d) If the event of Force Majeure continues for a period more than 30 days, the Bank shall be entitled to terminate this Agreement at any time thereafter. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an Event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

62. Fees, Taxes Duties & Payments

All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Successful Bidder. Any tax/duty/ statutory charges which is the responsibility of the service provider /vendor to pay as per the terms of this Agreement, is paid by the Bank in case of default by the vendor, the bank shall have the right to adjust the same against the agreed consideration amount for the services provided under this Agreement or get the same reimbursed from the bills of the service provider/vendor.

63. Contingency Plans & Continuity Arrangements

- a) The Successful Bidder shall arrange and ensure proper contingency plans to meet any unexpected obstruction to the Service Provider or any employees or sub-contractors of the Service Provider in rendering the Services or any part of the same under this Agreement to the Bank.
- b) The Successful Bidder agrees for the following continuity arrangements to ensure the business continuity of the Bank.
 - i. In the event of failure of Successful Bidder to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the Successful Bidder. The Successful Bidder shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work.
 - ii. During the transition phase, the Successful Bidder shall render all reasonable assistances to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and

continuity of Services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Successful Bidder, payment shall be made to Successful Bidder for such additional period on the same rates and payment terms as specified in this Agreement. If existing vendor is found to be in breach of this obligation, they shall be liable for paying a penalty on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period.

64. Conflict of Interest

Successful Bidder shall not receive any remuneration in connection with the assignment except as provided in the Contract.

- a) Successful Bidder shall provide professional, objective and impartial advice and at all times hold the Bank's interests paramount, strictly avoiding conflicts with other assignment(s)/job(s) or their own corporate interests, and act without any expectation/ consideration for award of any future assignment(s) from the Bank. Successful Bidder shall avoid any conflict of interest while discharging contractual obligations and bring, before- hand, any possible instance of conflict of interest to the knowledge of the Bank, while rendering Services under the Agreement.
- b) Successful Bidder further undertakes to promptly notify the Bank in writing any breach of obligation of the agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.
- c) The Successful Bidder shall be directly and vicariously liable to indemnify the Bank in case of any misuse of data/information of the Bank by the Successful Bidder, deliberate or otherwise.
- d) The Successful Bidder shall indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, industrial design or any other intellectual property rights of any third party arising from the Services or use of software or any other product under this Agreement.

65. Power to Vary or Omit Work

- a) No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Successful Bidder to make any variation without prejudice to the Agreement.
- b) Successful Bidder shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Successful Bidder, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Successful Bidder to make such other modified variation without prejudice to the Agreement.
- c) Successful Bidder shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Successful Bidder obligations will be modified to such an extent as may be mutually agreed. If such variation involves extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties.
- d) In any case in which Successful Bidder has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Successful Bidder, involve a claim for

additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

- e) If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of reduction in payment to be made to Successful Bidder, before Successful Bidder proceeding with the change.

66. Intellectual Property Rights

- a) The Parties agree that all data or information supplied by the Bank to Successful Bidder and/or the Consultancy Team in connection with the provision of Services by it shall remain the property of the Bank or its licensors.
- b) Any licensed material used by Successful Bidder for performing Services or developing Work Product for the Bank, Successful Bidder should have right to use as well as right to license for the outsourced services. The Bank shall not be liable for any license or IPR violation on the part of Successful Bidder.
- c) Successful Bidder shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of Work Product or any part thereof in India or abroad under this Agreement.
- d) The Bank will give (a) notice to Successful Bidder of any such claim without delay/provide reasonable assistance to Successful Bidder in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that:-
 - i. Successful Bidder shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim
 - ii. Successful Bidder shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim,
 - iii. Successful Bidder shall consult with the Bank with respect to the defence and settlement of any such claim,
 - iv. In any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- e) Successful Bidder shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Successful Bidder compliance with the Bank's specific technical designs or instructions (except where Successful Bidder knew or should have known that such compliance was likely to result in an infringement claim and Successful Bidder did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the Deliverable by the Bank.
- f) All Work Product prepared by the Consultant in performing the Services shall become and remain the sole and exclusive property of the Bank and all Intellectual Property Rights in such Work Product shall vest with the Bank. Any Work Product, of which the ownership or the Intellectual Property Rights do not vest with the Bank under law, shall automatically stand assigned to the Bank as and when such Work Product is created and the Consultant agrees to execute all papers and to perform such other acts as the Bank may deem necessary to secure its rights herein assigned by the Consultant. The Work Product shall not be used for any purpose other than intended under the scope of work, without prior written consent of the Bank.
- g) In the event that Consultant integrates any work that was previously created by the Consultant into any Work Product, the Consultant shall grant to, and the Bank is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to utilize the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks or other Intellectual Property Rights, in connection

with the Work Product

67. Liquidated Damages

If Successful Bidder fails to start work within 15 days of executing SLA or fails to perform any or all the Services within the stipulated time schedule as specified in this Agreement, the Bank may, without prejudice to its other rights and remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages, a sum equivalent to 0.5% of deliverables of the total Project Cost for delay of each week or part there of maximum up to 10 % of the project cost.

68. Insurance

- a) The entire infrastructure created by the Successful Bidder at the site shall have to be insured by the vendor at his own cost to cover all the required risks. Should any loss or damage occur, to Successful Bidder infrastructure, the service provider shall initiate and pursue claims till settlement and promptly make arrangements for repair and/or replacement of any damaged item to the satisfaction of the Bank, irrespective of the settlement of claim by the underwriters.
- b) Successful Bidder to take adequate insurance for compensating Bank, the loss (storing) suffered due to deficiencies in services either by the Service Provider or it's employees.
- c) The Successful Bidder shall also obtain a Comprehensive Insurance Policy to cover all losses, cost, expenses or claims which the Bank may be exposed to due to the deficiency in services provided by the Successful Bidder or due to any fraud, negligence, misconduct of the Successful Bidder or any acts of commission / omission on the part of his officers, employees, agents, representatives or Sub-contractor of the Service
- d) It may be noted that the transportation of all machines and equipment costs shall be borne by the successful bidder.

69. Protection of Women at the Workplace

- a) The Successful Bidder acknowledges and agrees to comply with all applicable laws, regulations, and guidelines related to the protection of women at the workplace, including but not limited to the Sexual Harassment of Women at Workplace (Prevention, Prohibition, and Redressal) Act, 2013, and any subsequent amendments or replacements thereto.
- b) The Successful Bidder shall ensure a safe and conducive working environment for all women employees and contractors engaged in the provision of services under this agreement. This includes taking appropriate measures to prevent and address any form of harassment, discrimination, or misconduct against women, whether committed by employees, contractors, clients, or any other parties involved in the service delivery.

70. Customer Data Protection

- a) The Successful Bidder acknowledges and agrees that the protection and confidentiality of customer data is of utmost importance. The Successful Bidder shall comply with all applicable laws, regulations, and guidelines pertaining to data protection in India.
- b) The Successful Bidder shall implement and maintain appropriate technical and organizational measures to safeguard customer data against unauthorized access, disclosure, alteration, or destruction. These measures shall be designed to ensure a level of security appropriate to the risk involved, taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of data processing.
- c) The Successful Bidder shall only process customer data for the purposes specified in the Service Level Agreement (SLA) and as authorized by the customer. The Successful Bidder shall not use customer data for any other purpose or disclose it to any third party, except as required by law or with the explicit consent of the customer.

71. **Proprietary Rights**

The work product including but not limited to all information, reports, studies, software (including source codes, object codes and executables), flow charts, diagrams and other intangible and tangible material of any nature whatsoever produced by or as a result of any of the services rendered by the Service Provider shall be the sole and exclusive property of the Bank. In furtherance thereof, the Service Provider hereby irrevocably grants, assigns, transfers to the Bank all rights, title and interest of any kind, in and to any work product produced under RFP contract. The Service Provider shall be entitled to make absolutely no use of any of the materials except as may be expressly permitted in writing by the Bank.

72. **Liability of the Successful Bidder**

- a) Bank shall hold the Successful Bidder, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non- fulfillment of any obligations under the Contract and such liability of the Successful Bidder will be restricted to the actual amount of the Contract.
- b) Successful Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Successful Bidder and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub- contractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the Bank under the Contract to be issued for this tender.
- c) However, the Successful Bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

d) **COVENANTS OF THE SERVICE PROVIDER**

The Service Provider shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of this Agreement, the Service Provider shall not substitute the key staff identified for the services mentioned in this Agreement. The Service Provider shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of BANK:

(i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by BANK; or

(ii) The engagement or provision of the services by any particular employee is prejudicial to the interests of BANK. All employees engaged by the Service Provider shall be in sole employment of the Service Provider and the Service Provider shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall BANK be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Service Provider.

The Service Provider:

i. shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.

ii. shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.

iii. shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.

iv. shall not exercise any lien on any of the assets, documents, instruments or material belonging to BANK and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BANK.

v. Shall regularly provide updates to BANK with respect to the provision of the services and shall meet with the personnel designated by BANK to discuss and review its performance at such intervals as may be agreed between the Parties.

vi. shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.

vii. shall not violate any proprietary and intellectual property rights of BANK or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.

viii. shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the BANK and communicated to the Service Provider from time to time.

ix. shall not work in a manner which, in the reasonable opinion of BANK, may be detrimental to the interests of BANK and which may adversely affect the role, duties, functions and obligations of the Service Provider as contemplated by this Agreement.

x. shall be liable to BANK for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Service Provider while providing the services to the BANK.

xi. shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of BANK.

73. Negligence

In connection with the work the provisions of General Terms, if the Successful Bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable notice given to him in writing calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default, the Bank shall have the right to cancel the Contract holding the Successful bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank is to be compensated to make good the failure at the risk and cost of the Successful Bidder.

74. Review of Contract and performance

a) Bank shall have the right of periodical review of the performance of the bidder under the contract which would be basis of continuation or termination of the same.

b) Bank shall also have the right to review, either itself or through another agency as it may deem fit, the financial and operating performance of the bidder in order to assess the ability of the bidder to continue to meet its outsourcing/contractual obligations.

c) Visitorial Rights

The Bank and its authorized representatives, or any other regulator shall have the right to visit any of the Bidder's premises without prior notice to ensure that data provided by the Bank is not misused. The Bidder shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

d) SET-OFF

Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered. The provisions of this Clause shall survive the termination of this Agreement.

75. Proposal Ownership

The proposal and all supporting documents submitted by the bidders shall become the

property of Central Bank of India unless the bank agrees to the vendor's specific requests, in writing, that the proposal and documents be returned or destroyed.

76. Notification of Award

- a) Prior to expiration of the period of Bid validity, the Bank will notify the successful Bidders in writing or by e-mail that their Bids have been accepted.
- b) Upon notification of award to successful bidders, Bank will notify each unsuccessful Bidder and will discharge their Bid security. After selection of the Bidders, the Bank will follow its internal procedure for necessary approvals and thereafter proceed with placing of letter of approval or otherwise to the Bidders.
- c) **Solicitation of Employees**
The selected Bidder, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

77. Other terms and conditions

- a) In case any information furnished during the bidding process is found to be incorrect, Bank will not only be summarily rejecting the current bid but the company itself may be debarred from any future bidding with the Bank for a period of 2 years. The Bank may share such information with Indian Bankers' Association (IBA), which is the voluntary representative body of all banking institutions in the country, who, in turn, may share the information among its member institutions. This clause would be applicable only if the Bidder fraudulently misrepresents itself to the Bank.
- b) All notices regarding corrigenda, addenda, amendments, time-extension, clarification, response to bidders' queries etc., if any to this RFP, will not be published through any advertisement in newspapers or any other mass media. Prospective bidders shall regularly visit Bank's website to get themselves updated on changes / development in relation to this RFP.
- c) Please note that any other terms and conditions whether implicitly or explicitly stated in any of your responses will be ignored.
- d) The bidder shall agree that until a formal agreement on stamp paper is prepared and signed with the Bank, this RFP together with Bank's written acceptance and notification of award shall constitute a binding contract between the successful bidder and the bank.
- e) The Bank shall have the right to cancel the RFP process at any time prior to award of contract, without thereby incurring any liabilities to the affected Bidder(s). The reasons for cancellation, as determined by the Bank in its sole discretion.
- f) All the pages of tender document shall be sealed (stamped) and signed by Authorized signatory as token of having read the entire tender document and understood the instructions, terms & conditions etc. No changes whatsoever be permitted in the tender document and the bid submitted by the bidder shall be strictly as per Bank's format.
- g) Bank reserves the right to cancel the contract in the event of any of the following events:
 - i) Delay in delivery beyond specified period/delivery against prescribed guidelines and practices.
 - ii) Serious discrepancy in the dealings /functioning of service provider which results in breach of terms, financial loss /reputation loss to bank.
 - iii) Detection of fraud/criminal intention/background with Service provider or its employees or agents.
- h) Bank reserves the right to appropriate the damages through encashment of bid security/PBG given by the service provider or recover the loss from the amount payable if any to service provider.

78. Jurisdiction

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

**Assistant General Manager
Chief Security Officer
Central Office**

Annexure I

INTEGRITY PACT

(REF: CVC Circular No.007/VGL/033/396514 DATED 28 SEP 2018)

Central Bank of India hereinafter referred to as "The Principal"

and

..... hereinafter referred to as "**The Bidder/ Contractor**"

Preamble

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

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

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders) the same information and will not provide to any Bidders) confidential/ additional information through which the Bidders) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

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

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract
- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees (₹) only.
- e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s)/ Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- g. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidders)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidders)/ Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidders) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

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

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

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

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the Managing Director & Chief Executive Officer (MD & CEO), Central Bank of India.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest. Unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO, Central Bank of India and recuse himself/ herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (7) The Monitor will submit a written report to the MD & CEO, Central Bank of India within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situation.
- (8) If the Monitor has reported to the MD & CEO, Central Bank of India, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the MD & CEO, Central Bank of India has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it discharged/ determined by MD & CEO, Central Bank of India.

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai, Maharashtra.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc, shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

 (For & On behalf of the Principal)
 (Office Seal)

 (For & On behalf of Bidder/ Contractor)
 (Office Seal)

Place _____
 Date _____

Witness 1:
 (Name & Address)

Witness 2:
 (Name & Address)

Annexure II

MAKE IN INDIA/ MSE/ START UP

Purchase Preference to Micro and Small Enterprises (MSEs) and Purchase Preference linked with Local Content (PP-LC) shall be applicable subject to full compliance of other terms and conditions of the RFP and Contract. Following are the conditions applicable as per the Government of India Guidelines on Purchase Preference.

1. MICRO & SMALL ENTERPRISES [MSEs]:

Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.-33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines:

- 1.1. MSEs should provide proof of their being registered as MSE (indicating the Terminal Validity Date of their Registration) for the item under Tender/ RFP along with their offer, with any agency mentioned in the Notification, including:
 - 1.1.1. District Industries Centers or
 - 1.1.2. Khadi Village Industries Commission or
 - 1.1.3. Khadi & Village Industries Board or
 - 1.1.4. Coir Board or National Small Industries Corporation or
 - 1.1.5. Directorate of Handicrafts & Handloom or
 - 1.1.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
 - 1.1.7. For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
- 1.2. MSEs are exempted from paying Application fee/cost & EMD, subject to furnishing of valid certificate for claiming Exemption.
- 1.3. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with the Bank as per **Annexure IV**.
- 1.4. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

2. **STARTUP**

No exemptions/relaxation shall be given to the STARTUP owing to the criticality and the sensitivity of the project. (Ref: As defined in the Gazette notification No DL-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time)

3. **Procurement through Local Suppliers (MAKE IN INDIA):**

Department for Promotion of Industry and Internal Trade, in partial modification (Paras 2, 3, 5, 10 & 13) of Order No P-45021/2/2017-B.E.II dated 15.6.2017 as amended by Order no. P-45021/2/2017-BE dated 28.05.2018, Order no. P.45021/1/2017-BE-II dated 29/05/2019 and Order no. 45021/2/2017-BE-II dated 04.06.2020 hereby issued the revised "Public Procurement (Preference to Make in India), Order 2017" dated 16.09.2020 to be followed to promote manufacturing and production of goods and services in India under "Make in India" initiative.

Note: The bidder should refer to detailed circular(s) issued by the concerned Ministry/Department of the Govt. of India.

Annexure III

LAND BORDER SHARING CLAUSE

CERTIFICATE

(On letter head of the Company/ Firm)

To,

**The General Manager
Human Capital Management (HCM)
Central Bank of India, Central Office
Chandermukhi, Nariman Point
Mumbai - 400021**

Request for Proposal (RFP) Ref:

1. This is to certify that we have read the clause regarding restrictions on procurement from bidders of countries sharing land border with India as per Ministry of Finance Order (Public Procurement No. 1) dated 23rd July, 2020. Further, it is certified that our company is neither from a country sharing land border with India nor our company is an entity as under:
 - a. An entity incorporated, established or registered in such a country
 - b. A subsidiary of an entity incorporated, established or registered in such a country
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country.
 - d. An entity whose beneficial owner (as per definition attached) is situated in such a country
 - e. An Indian (or other) agent of such an entity
 - f. A natural person who is a citizen of such a country
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

Place:

Signature:

Date:

Name & Designation

Company Seal

Note: The bidder should refer to detailed circular(s) issued by the concerned Ministry/Department of the Govt. of India.

Annexure IV

EVALUATION CRITERIA & COMPLIANCE

Proposal Requirements:

Interested vendors are requested to submit detailed proposals, including:

- Comprehensive technical specifications of the proposed face recognition and fingerprint reader devices, with a focus on seamless PeopleSoft HCMS integration.
- A clear and detailed integration approach with PeopleSoft HCMS, access control systems, and existing network infrastructure.
- Comprehensive server specifications detailing the hardware and software components required for seamless connectivity and efficient data management.
- Details of the automated user registration process and the mechanism for automated location updates based on HCMS PeopleSoft data.
- A proposed timeline for system implementation, milestones, and deliverables.
- A detailed cost breakdown encompassing hardware, software, installation, customization, comprehensive training, and 5 years of comprehensive maintenance and support.
- A demonstration of experience in deploying similar biometric authentication solutions, particularly those integrated with PeopleSoft HCMS.
- References from previous clients who have successfully implemented biometric authentication systems with PeopleSoft HCMS integration.

Proposals will be evaluated based on the following criteria:

- Demonstrated expertise and experience in designing, implementing, and maintaining biometric authentication solutions, with a specific focus on PeopleSoft HCMS integration.

- Seamless integration capabilities with PeopleSoft HCMS and existing access control systems.
- Demonstrated accuracy, performance, and customization options of the proposed system.
- Cost-effectiveness and value for money offered by the proposed solution.
- Quality and comprehensiveness of the training and on-going support services.
- Reputation and experience of the vendor in delivering similar projects on time and within budget in at least two other similar Organizations, preferably in PSBs/Government Sector.
- The Bidder should have delivered any of their products in at least two public sector banks and these products should have been installed in the Data Centres of the PSBs and working.

Sl. No	Evaluation Criteria	Compliance (Yes/No)
1.	Firm should be Public Limited / Private Limited / Partnership / Proprietorship (Attach Proof document along with self-certification on Letter head)	
2.	Bidder should be registered under G.S.T and/or tax registration in state where bidder has a registered office	
3.	The bidder should have a positive net worth in two out of last three financial years (i.e. 2020-21, 2021-22 and 2022-23)	
4.	The vendor should not have been black listed by any Govt. department/PSU/PSE or banks (self declaration on letter head)	
5.	Bidder/OEM should not have NPA with any Bank in India/financial institutions (self declaration on letter head)	
6.	At the time of bidding, there should not have been any pending litigation or any legal dispute in the last five years, before any court of law (self declaration on letter head)	
7.	In case bidder is not the OEM of application/Face recognition device, bidder will produce MAF from the OEM of application/Face recognition device.	
8.	The Bidder should have annual average turnover of minimum Rs. 6 Crore for the last three consecutive audited financial years. (Certificate signed and sealed by C.A.). MSEs/others, as applicable as per Govt Policy, which are not Start-Ups should read minimum ₹ 4 Crores instead of ₹ 6 Crores.	
9.	The products should preferably qualify under CLASS- I LOCAL SUPPLIER as per Preferential Market Access (PMA) and Public Procurement Policy (PPP) Make In India (MII) scheme of the Govt. of India dated. 04.06.2020 & 16.09.2020 with 50% or latest applicable local content as per the Govt. norms.	
10.	The bidder should be ISO 27001 (information security management systems)certified company.	
11.	Any Seller / OEM hardware product should not be from a country which shares a land border with India will not be eligible to bid in this tender.	

Sl. No	Evaluation Criteria	Compliance (Yes/No)
	Seller has to mention Country of Origin with Make & Model.	
12.	Hardware and software should have capacity to integrate with Third party software, if required. Vendor should be capable for same. (Self-Certificate on Letter head).	
13.	OEM should have existing capability and infrastructure to provide technical support in India.	
14.	Proposed OEM should have dedicated, toll-free telephone numbers for aftersales support.	
15.	Bidder/OEM should provide escalation matrix defining who should handle incidents at each escalation level with names and contact details for each level.	
16.	Bidder should have completed at least three similar installations of Face Recognition device at any 2 Central/State Govt. Organization/PSU/Public Listed Company within 1 year before the bid opening date, out of which one must be a Public Sector Bank. Copies of relevant contracts to be submitted along with the bid in support of having supplied some quantity during the last 1 year.	
17.	The Bidder is required to upload, along with the bid, all relevant certificates such as BIS certificate, type test certificate, approval certificates and other such certificates as prescribed in the Product Specifications given in the bid document.	

Annexure V

MINIMUM FUNCTIONAL & TECHNICAL SPECIFICATIONS

Technical Specifications:

Face Recognition Device Specifications:

- Achieve a minimum facial recognition accuracy of 99.5% under various lighting conditions and facial expressions.
- Perform recognition within 1 second per individual, ensuring seamless and efficient authentication.
- Accommodate a capacity of at least 2000 concurrent facial recognition requests while maintaining accuracy.
- Employ advanced facial recognition algorithms and anti-spoofing measures to prevent unauthorized access attempts.
- Support compatibility with diverse lighting conditions and angles of up to 45 degrees.

Fingerprint Reader Device Specifications:

- Attain a minimum fingerprint recognition accuracy of 99%, delivering reliable and accurate authentication results.
- Complete fingerprint scans within 0.5 seconds per scan, ensuring swift and hassle-free user experiences.
- Handle at least 1500 concurrent fingerprint authentication requests while maintaining performance.
- Incorporate high-resolution fingerprint sensor technology along with advanced anti-spoofing measures to prevent fraudulent attempts.
- Offer the ability to capture fingerprints of varying sizes, orientations, and quality.

Server Specifications:

- Employ high-performance server hardware.

- The App server and Web servers should be scalable
- Solution should be able to work on latest version of Oracle Database
- Establish a redundant server setup with failover mechanisms to ensure continuous system availability, even in the event of hardware failures.
- Facilitate seamless integration with PeopleSoft HCMS APIs for real-time data exchange, minimizing data synchronization delays.
- Implement strong encryption protocols for both data transmission and storage to maintain the utmost data security.

The specifications given are minimal. Bidders can quote equivalent or higher technical specifications to meet the Bank's requirements.

Date:

(Signature of authorized signatory)

Name :

Designation:

(Seal of Company)

Annexure VI

FORMAT OF PERFORMANCE BANK GUARANTEE

To,

**The General Manager
Human Capital Management (HCM)
Central Bank of India, Central Office
Chandermukhi, Nariman Point
Mumbai – 400021**

(Hereinafter referred to as "CBI /you")

Whereas consequent to your Request for Proposal (RFP)No _____ dated _____ you have issued a Purchase Order No. _____ dated _____ to M/s _____ having its Registered office _____ at _____ (hereinafterreferred to as "the Contractor") to _____ of Central Bank of India.

Whereas as per the payment terms of the said Bid Document/Purchase Order the Contractor has to submit a Bank Guarantee from any Scheduled Commercial Bank (excluding cooperative banks) other than CBI and its associate banks in favour of you.

And whereas, we, _____ Bank, having our branch office at _____ (here in after referred to as "the Guarantor") on the request of the Contractor here by expressly and unreservedly undertake and Guarantee to pay to you, a sum not exceeding ₹..... /- (Rupees _____ Only), in the event of any breach by the Contractor of the obligations under your said Purchase Order, or reasons attributable to the Contractor on account of the same. This Guarantee shall be limited to an amount not exceeding ₹.... ___/- (Rupees _____ Only). You may raise a demand on us in writing stating the amount claimed under the Guarantee and on receipt of your claim in writing, without any demur, protest or contest and without any reference to the Contractor, we the Guarantor shall make the payment under this Guarantee to Central Bank of India within 24 hours of receipt of written claim /demand.

We the Guarantor, further confirm that a mere letter from the Bank that there has been a breach by the Contractor of its obligations or there are sufficient reasons for invoking this Guarantee, shall without any other or further proof be final conclusive and binding on the Guarantor.

We shall not be discharged or released from this undertaking and the Guarantee by any arrangement, variation, violation between you and the Contractor, indulgence to Contractor by you with or without our consent or knowledge and this Guarantee shall be in addition to any other Guarantee or security you possess against the Contractor.

This Guarantee shall be a continuing Guarantee and shall not be discharged by any change in the constitution of the Bank, Guarantor or the Contractor. It is further guaranteed that the payment under this Guarantee shall be made by us on receipt of your written demand as a fore said making reference to this Guarantee.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to ₹. /- (Rupees Only).

This Guarantee shall remain in full force and effect for a period of ___years from the date of the installation i.e. up to Unless a claim under this Guarantee is made against us within one month from that date i.e. on or before,all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

There after, our Guarantee shall be considered as null and void whether returned to our selves or not. Date:

For (Branch and Bank)

Place:

Name of Official signing: Contact Details of the Official:

Annexure VII

INDICATIVE PRICE BID FORMAT

To
The General Manager
Human Capital Management Department
17th Floor , Central Bank of India, Central Office
Chandermukhi, Nariman Point
Mumbai - 400021

Sub: Commercial Bid

Ref: RFP No.

Dear Sir/Madam,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Indicative Price Bid for supply, installation, testing, commissioning and maintenance of the equipment and offering centralized monitoring services in conformity with the said Bidding documents.

We are herewith participating for Centralized Monitoring System, indicative price for which is as follows:

DETAILED PRICE BID FORMAT: PRICE BID FOR SUPPLY, INSTALLATION AND INTEGRATION OF BIOMETRIC ATTENDANCE DEVICES AT OFFICES AND BRANCHES PAN INDIA EXCLUDING APPLICABLE TAXES/DUTIES/LEVIES

SR No	Particulars	Nos.	Rate EXCL GST	Amt
1.	Biometric Attendance Hardware.(Finger Print)			
2.	Biometric Attendance Hardware (Face Recognition).			
3.	Biometric Attendance Hardware (Iris Scan).			

4.	Biometric Attendance Software.			
5.	Integration with HCMS cost including training of Staff.			
6.	AMC cost per site post completion of Warranty.			

Notes: Validity period for the Price Bid is 180 days

Prices quoted are inclusive of Out of Pocket expenses for incidental services such as transportation, insurance etc.

The quotes prices shall be **EXCLUDING all taxes, duties & statutory levies such as GST/Sales Tax, excise duty, customs duty, Cess, Octroi/Entry Tax** etc. which shall be responsibility of the bidder.

Dated this day of.....2023

(Signature of authorized signatory)

Annexure VIII

BID COVERING LETTER
(To be included in Technical Bid)

Date: DD / MM /YYYY

To,
The General Manager
Human Capital Management (HCM)
Central Bank of India, Central Office
Chandermukhi, Nariman Point
Mumbai - 400021
Ref: RFP

Dear Sir/Madam,

We have examined the Bid, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide the services as per the scope of work defined and as per the terms and conditions spelt out in the RFP. We shall participate and submit the price bid through online e-reverse bidding to be conducted by the Bank's authorized service provider, on the date advised to us.

While submitting this bid, we certify that:

The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.

Indicative prices by us have been arrived at without agreement with any other Bidder of this Bid for the purpose of restricting competition.

The indicative prices by us have not been disclosed and will not be disclosed to any other Bidder responding to this Bid.

We have not induced or attempted to induce any other Bidder to submit or not to submit a bid for restricting competition.

The rate quoted in the indicative price bids for the '**Supply, Installation and Integration of Biometric Attendance Devices at Offices and Branches pan India**' are as per the Bid and subsequent pre-bid clarifications/modifications/revisions furnished by the Bank, without any exception.

Our offer is valid for 180 days from the target date of submission of the bid and herewith confirm that we have quoted for all the items / services mentioned in the bid in our indicative price bid.

If our offer is accepted, we undertake to complete the formalities for contract signing within 15 days from the date of Work Order.

We agree to abide by the Bid and the rates quoted there in for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding up on us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We also certify that the information/ data/ particulars furnished in our bids are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the bid.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this day of2023

(Signature of authorized Signatory)

Name :

Designation:

(Seal of Company)

Annexure IX

BIDDER DETAILS

Sr.No	Description	Details (to be filled by the responder to the Bid)
1.	Name of the Bidder	
2.	Address of the Bidder Registered Office Head office Local Office	
3.	Name & Designation of the contact person to whom all references shall be made regarding this	
4.	Telephone No. (with STD Code)	
5.	Mobile No. of the contact person	
6.	E-Mail of the contact person:	
7.	Fax No. (with STD Code)	
8.	Website	
9.	Registration Number and Year of Registration	
10.	History of Change of Names as per ROC	

Dated this day of2023

(Signature of authorized signatory)

Name :
Designation:

(Seal of Company)

Annexure X

FORMAT TO SHARE PROJECT DETAILS

Name of the Project (Separate table for each project)	
General Information	
Client for which the project was executed	
Name of the client contact person(s)	
Designation of client contact person(s)	
Contact details of the client contact person(s)	
Project Details	
Description of the project	
Scope of work of the Bidder	
Deliverables of the Bidder	
Technologies/Equipment used	
Status of the project	
Outcomes of the project	
Mandatory Supporting Documents: Work order / Purchase order / Contract for the project Client Certificate giving present status of the project and view of the quality of services by the Bidder	

Annexure XI

UNDERTAKING BY BIDDER FOR NOT BEING BLACKLISTED

Place:

Date:

To:

The General Manager
Human Capital Management (HCM)
Central Bank of India, Central Office
Chandermukhi, Nariman Point
Mumbai - 400021

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

We (bidder name), hereby undertake that-

As on date of submission of tender, we are not blacklisted by the Government/ any of the State Governments in India or any Financial Institution in India.

We are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

There are no pending cases against us involving cheating/fraudulent activities.

We are not a defaulter in repayment of installment against credit with any Bank.

Yours faithfully,

Authorized Signatories
(Name, Designation and Seal of the Company)
Date:

Annexure XII

MANUFACTURER'S AUTHORIZATION FORM
(On the OEM Letterhead)

No. Date:

To,
The General Manager
Human Capital Management (HCM)
Central Bank of India, Central Office
Chandermukhi, Nariman Point
Mumbai - 400021

Ref: RFP

Dear Sir,

We who are established and reputable manufacturers / producers of having factories / development facilities at _____ (address of factory/facility) do hereby authorize M/s _____ (Name and address of Agent) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We here by extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Bidder: Such Products as the Bank may opt to purchase from the Bidder, provided, that this option shall not relieve the Bidder of any warranty obligations under the Contract; and In the event of termination of production of such Products, advance notification to the Bank of the pending termination, insufficient time to permit the Bank to procure needed requirements; and following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

Authorized Signatories
(Name, Designation and Seal of the Company)
Date:

Annexure XIII

UNDERTAKING OF AUTHENTICITY
(On company letterhead)

To,
Central Bank of India

The General Manager
Human Capital Management (HCM)
Central Bank of India, Central Office
Chandermukhi, Nariman Point
Mumbai - 400021

Sub: Undertaking of Authenticity for Hardware & Software Supplies

Ref: RFP No. _____ Dt

With reference to the equipment being quoted to you vide our Quotation No: _____ dated

_____, we here by confirm that all the components/parts/assembly/software etc. used in the equipment to be supplied shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used. We also undertake to produce certificate from the Original Equipment Manufacturers (if required by you) in support of the above statement at the time of delivery / installation

We also confirm that in respect of licensed operating systems and other software utilities to be supplied; the same will be procured from authorized sources and supplied with Authorized License Certificate (e.g. Product keys on Certification of Authenticity in case of Microsoft Windows Operating System)

In case of default and the Bank finds that the above conditions are not complied with, we agree to take back the equipment supplied and return the money paid by you, in full within seven days of intimation of the same by the Bank, without demur or any reference to a third party and without prejudice to any remedies the Bank may deem fit.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware / Software already billed, we agree to take back the Desktops and Servers without demur, if already supplied and return the money if any paid to us by you in this regard.

We also take full responsibility of both parts & Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / System Integrator etc.

Dated this day of2023

(Signature of authorized signatory) Name :

Designation:

(Seal of Company)

Annexure XIV

FORMAT FOR STATEMENT OF DEVIATION FROM THE RFP REQUIREMENTS

(To be submitted on the Letterhead of the responding firm)

Date: DD / MM /YYYY

To,
The General Manager
Human Capital Management (HCM)
Central Bank of India, Central Office
Chandermukhi, Nariman Point
Mumbai - 400021

Sub : Statement with respect to the deviations from the RFP Requirements, Terms & Conditions

Ref: RFP

Dear Sir,

We here by undertake and agree to abide by all the terms and conditions stipulated by the bank in the Bid document.

We certify that the items offered by us in response to the bid conform to the technical and functional specifications stipulated in the bid, except for the following deviations:

- 1)
- 2)
- 3)

(If left blank it will be construed that there is no deviation from the technical and functional specifications stipulated in the bid)

Dated this day of2023

Date:

(Signature of authorized signatory)

Name :

Designation:

(Seal of Company)

(Note: Any bid submitted with deviations/variations having material impact on the project scope/terms & conditions shall be liable for rejection. CBI decision in this matter shall be final.)

Annexure XV

FORMAT OF THE CLAIM FORM

Sr No	Zone	Region	Rate (₹)	No of Branches/Offices	Total amount (₹)	Remarks

Annexure XVI

NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the “Agreement”) is made at MUMBAI between:

Central Bank of India having its Head Office _____
(hereinafter referred to as “Bank” which expression includes its successors and assigns) of the ONE PART;

And

(Name of Bidder) (here in after referred to as“ ” which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

(Name of Bidder) is in the business of providing Supply, Installation and Integration of Biometric Attendance Devices

For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out here under.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER

Confidential Information and Confidential Materials:

“Confidential Information” means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. “Confidential Information” includes, without limitation, information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.

Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party’s breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party’s disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.

“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.

Restrictions

Each party shall treat as confidential the Contract and any and all information (“confidential information”) obtained from the other pursuant of the Contract and shall not divulge such information to any person (except to such Party’s own employees and other persons and then only to those employees and persons who need to know the same) without the other Party’s written consent provided that this clause shall not extend to information which was right fully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Contractor shall appoint any Sub-Contractor then the Contractor may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Customer an undertaking in similar terms to the provisions of this clause.

Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

The statutory auditors of the Customer and regulatory authorities regulating the affairs of the Customer and inspectors and supervisory bodies thereof

The foregoing obligations as to confidentiality shall survive any termination of this Agreement

Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

Rights and Remedies

Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

Receiving Party acknowledges that monetary damages may not be the only and/or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

Suspension of access privileges

Change of personnel assigned to the job

Financial liability for actual, consequential or incidental damages

Termination of contract

Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

Miscellaneous

All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.

Any software and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

The terms of Confidentiality under this Agreement shall not be construed to limit either Party's right to independently develop or acquire product without use of the other Party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that

such party shall maintain the confidentiality of the Confidential Information as provided herein. The term “residuals” means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other Party’s copy rights or patents.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments there to.

Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, there main provisions shall remain in full force and effect.

All obligations created by this Agreement shall survive change or termination of the parties’ business relationship.

Suggestions and Feedback

(a) Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter “feedback”). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing Party’s consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either Party’s obligations here under with respect to Confidential Information of other party.

Dated this day of (month)2023 at (place)

For and on behalf of Central Bank of India Place: Date: (Signature of authorized signatory) Name : Designation:	For and on behalf of _____ Place: Date: (Signature of authorized signatory) Name: Designation: (Seal of Company)
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