

Limited Tender Enquiry No: CO:BS-IRD:2023-24:423 Dated: 05.03.2024

Sub: Limited Tender for "Designing of Integrated Annual Report of Bank".

**LIMITED TENDER ENQUIRY (LTE) FOR DESIGNING OF ANNUAL REPORT OF BANK
FOR A PERIOD OF TWO YEARS.**

Central Bank of India, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 having its Central Office at Chandermukhi, Nariman Point, Mumbai - 400021 hereinafter called "Bank" and having 90 Regional Offices (RO), 12 Zonal Offices (ZO) and 4500 plus branches spread across India, invites Limited Tenders for **DESIGNING OF INTEGRATED ANNUAL REPORT OF BANK FOR A PERIOD OF TWO YEARS.**

Schedule of Requirement

S.No	Description	Delivery Period
1.	Designing Hindi and English versions of the Integrated Annual Report for FY 2023-24 & FY 2024-25 .	30 Days

DETAILED INFORMATION

Bidding System	Two Bid System Technical Bid & Financial Bid (Separate Sealed covers)
Tender Floating Date	05/03/2024
Tender Closing Date & Time	14/03/2024
Technical Bid Opening Date & Time	15/03/2024
Financial Bid Opening Date & Time	15/03/2024
EMD Amount	₹ 50,000/- (Rupees Fifty Thousand Only)
Address for communication and clarification	Central Bank of India, Investors Relation Division, Ninth Floor, Chandermukhi Building, Nariman Point, Mumbai - 400021 Email Id: agmcompsec@centralbank.co.in Tel No: 022 - 66387575
Tender Submission	Tender/Bid may be deposited in the tender box or submitted at Central Bank of India, Investors Relation Division, Ninth Floor, Chandermukhi Building, Nariman Point, Mumbai - 400021

Website	The link for the same is provided for the bidders on the Bank's website (www.centralbankofindia.co.in) under Live Tender Tab.
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Note Carefully: The Bidders are required to read carefully and understand all the terms and conditions, specifications, formats, instructions etc. given in the Tender/ Bid document with full understanding of its implications. Failure to furnish all information required for submission of a bid or bids not substantially responsive in every aspects may result in outright rejection. The Bidder is required to give confirmation of their acceptance of all the terms and conditions mentioned in the Tender/ Bid document. Failure to do so may result in rejection of Tender/ Bid submitted by the Bidder.

1. Introduction :

Central Bank of India, a reputed institution in the banking sector, recognises the significance of this report as a critical tool for conveying to our stakeholders - including shareholders, customers, employees, and the wider community - a holistic view of our operational integrity and strategic direction. The report is not just a reflection of our financial health but also a testament to our ethos, values, and the impactful role we play in the broader economic landscape.

In pursuit of these goals, we are in search of a professional agency that possesses not only the requisite expertise in crafting integrated reports but also have a deep understanding of the Banking industry's unique dynamics. The selected agency will be entrusted with the vital task of encapsulating Central Bank of India's annual achievements and strategic vision in a manner that is both comprehensive and compelling. This report should serve as a beacon of our enduring legacy, current strides, and future ambitions, effectively communicating our journey and milestones in a manner that resonates with and engages our diverse array of stakeholders.

2. Invitation for Bids:

The Bank formally invites qualified agencies to submit their proposals for designing the Integrated Annual Report of Bank. This invitation is an opportunity for agencies with expertise in Bank/financial sector and sustainability reporting to contribute to a critical document that reflects the Bank's annual achievements and strategic outlook.

3. Definitions:

In this connection, the following terms shall be interpreted as indicated below:

- a) "Bank" 'and/or "CBOI" means the Central Bank of India Constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 on July 19, 1969 Central Bank of India was originally incorporated on December 21, 1911 under the provisions of the Indian Companies Act, 1882 as, "The Central Bank of India Limited" with its head office at Mumbai and various other offices (Head Offices/Administrative Offices/Regional Business Offices etc.) of Central Bank of India, domestic and foreign branches/other offices, at various locations and managed by the Bank, acting through its Merchant Banking Department at Mumbai.
- b) "Designing Agency/Agencies", "Firm", "Company", "Applicant", "Bidder" means an eligible entity/firm submitting their bid/proposal for providing services to CBOI in accordance with this LTE and in response to this LTE.

- c) "Proposal" or "Bid" means the written reply or submission of the response to this LTE.
- d) "Contract/ Agreement" means the Agreement/Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) entered into strictly in the format provided in **Annexure-I** and **Annexure II** as approved by CBOI (including all attachments and appendices thereto and all documents incorporated by reference therein) to be executed between the Bank and the selected/successful bidder as per this LTE, for providing the services as per the terms and conditions of this LTE and as approved by the CBOI.
- e) "The Contract Price/Project Cost" means the total price payable to the Designing Agency over the entire period of Contract for the full and proper performance of its contractual obligations.
- f) "Services/Assignment/job" means all services, scope of work and deliverables to be provided by a Bidder as described in the LTE and include the provision of technical assistance, training, certifications, auditing and any other obligation of the Designing Agency covered under this LTE.
- g) "Day" means English calendar day.
- h) "LTE" means this Limited Tender Enquiry Proposal issued by CBOI for the engagement of a Designing Agency to Design the Bank's Annual Report for CBOI (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.
- i) "Selected Bidder/ Designing Agency/ Supplier/ Contractor/ Service Provider/ Selected Designing Agency" is the successful Bidder found eligible as per eligibility criteria set out in this LTE, whose technical Bid and commercial bid has been accepted and who has been declared as the Successful Bidder as per the selection criteria set out in the LTE and to whom notification of award has been given by Bank.

4. Scope of Work for the Integrated Annual Report:

The Bank is committed to aligning its Integrated Annual Report with the Guiding Principles of the Integrated Reporting (**IR**) Framework 2021, Global Reporting Initiative (**GRI**), Sustainability Accounting Standards Board (**SASB**), and necessary ESG Disclosures. This commitment

shapes the content and presentation of the report, ensuring it reflects the Bank's strategic vision and operational integrity. The scope of work encompasses the following key elements:

- **Strategic Focus and Future Orientation:** The agency will articulate Bank's strategic direction, demonstrating how it fosters value creation in the short, medium, and long term. This includes detailing the impact of the Bank's strategies on various forms of capital.
- **Connectivity of Information:** The report will present a holistic view of the factors influencing the bank's value creation over time. It will highlight the interconnectedness of the bank's activities, its use of different capitals, and its overall process of value creation.
- **Conciseness:** The Bank expects the report to be concise, logically structured, well-articulated, and clear. The report should include effective navigation tools to enhance readability and user experience.
- **Reliability and Completeness:** The report must be both reliable and complete, encompassing all relevant and material information. This is essential to provide a comprehensive view of the bank's performance and future prospects.
- **Consistency and Comparability:** The information presented should be consistent over time and comparable with other organizations in the banking sector. This consistency and comparability are vital to enhancing the report's credibility and utility.

In addition to these principles, the agency will be responsible for the overall thematic development, content creation, and design of the report, ensuring it aligns with the Central Bank of India's brand identity and communicates its key achievements and milestones effectively. The agency should demonstrate a deep understanding of the banking sector and the ability to present complex financial and sustainability data in an engaging and accessible manner.

5. Vendor Qualification Requirements:

This section lays out the criteria that Bidder must meet to be considered for this project:

- **Experience:** The Bidder must be in existence for a minimum period of 5 years in India. Agencies must demonstrate a proven track record in creating integrated annual reports, preferably with experience in the banking or financial sector. The agency should demonstrate a deep understanding of the banking sector and the ability to present complex financial and sustainability data in an engaging and accessible manner. The vendor should have relevant experience of providing consulting assignments related to the preparation of Integrated Annual reports of at least one reputed Nifty 200 company and should have undertaken the work of preparation of Integrated Annual Reports of at least one Banking Company or BFSI during the Last 5 years

- **References:** Bidder should provide at least three references from previous clients for whom they have undertaken similar work.
- **Project Team:** The Bidder should submit the details such as the qualifications and experience of its team members, who will work on this project.

6. Proposal Submission Requirements:

Agencies must submit a comprehensive proposal that includes:

- Their detailed approach for successful completion of the project.
- The quoted price shall include all the applicable taxes.
- The quoted price will remain fixed and no alteration/ change in rate are allowed after issue of Work Order/Purchase Order.

7. Terms of Contract:

- The selected bidder will be engaged by Bank for designing of Integrated Annual Report for a period of two years i.e. FY 2023-24 and FY 2024-25.
- The contract may be renewed/ extended at the sole discretion of the Bank.

8. General Terms & Conditions

- 1) Bidders are requested to submit their competitive rate through quotation based on above details.
- 2) Technical and Financial bids should be submitted separately and confidentially in separate sealed envelopes to the following address: General Manager -IRD, Central Bank of India, Investors Relation Division, Ninth floor, Chandermukhi Building, Nariman point, Mumbai - 400021 by 14/03/2024 before 05:00 PM.
- 3) The Integrated Annual Report shall be published in Hindi and English language after due translation. The bidder should have relevant experience of providing consulting assignments related to the preparation of Annual reports of at least one reputed Nifty 200 company and should have undertaken the work of preparation of Annual Reports of at least one Banking Company or BFSI during the Last 5 years. Proof of the same must be enclosed.
- 4) After award of contract – Successful Bidder shall design the Annual Report as per contract specifications framework, and scope of work detailed in this document.

- 5) For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
 - a. Purchase Order copy along with Invoice(s) with self - certification by the bidder that order against the invoices have been executed.
 - b. Execution certificate by client with order value.
- 6) The quoted price shall include all the taxes as well as price for any purchase of Images to be used for the Annual Report .
- 7) Delivery period of designs will be within 30 working days after issuing of Work Order/ Purchase order.
- 8) The quoted price will remain fixed and no alteration/ change in rate are allowed after issue of Work Order/Purchase order.
- 9) Bidder must submit the copy of **(a)** Firm registration certificate **(b)** Trade License; **(c)** GST/CST/Cess Registration Certificate along with the technical bid
- 10) Quotations may either be in **(a)** letter head or **(b)** as annexure on white page but duly signed and stamped by the authorized signatory along with a forwarding letter on letter head.
- 11) Only invoices with serial numbers and printed with GST No. shall be accepted.
- 12) Payment shall be made only after the delivery of the designs against the award of contract with satisfactory level.
- 13) Contact Nos./E- mail IDs of Authorized persons of the firm must be given.
- 14) The successful bidder shall be required to enter into/execute a Bank's Standard contract/ SLA-Service Level Agreement and Non-Disclosure Agreement as provided in **Annexure- I and Annexure II** with the Bank, within 10 days from the date of issuance of the offer letter or within such extended period as may be decided by the Bank along with the letter of acceptance, The successful bidder will also submit Performance Bank Guarantee for the amount and validity as mentioned in **Annexure - III** of this LTE 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. The Successful bidder shall not be entitled to seek any modifications or amendments to any of the terms and conditions of the contract/SLA or other documents/standard formats annexed to this LTE.

9. Earnest Money Deposit (EMD):

The Bidder shall submit an EMD of **Rs.50,000/- (Rupees Fifty Thousand only)**. EMD is required to protect the Bank against the risk of Bidder's conduct. The EMD may be in the form of a Demand Draft or Pay Order or direct payment and transfer to Bank account or Bank Guarantee, issued by a Scheduled Commercial Bank in India, other than Central Bank of India, drawn in favour of "Central Bank of India" payable at Mumbai. In case, Bank is the sole Banker for the Bidder, a Letter of Comfort from Bank would be acceptable. Any Bid not accompanied by EMD for the specified amount as mentioned elsewhere in the LTE will be rejected as non-responsive. The EMD of the unsuccessful Bidders shall be returned within 4 weeks from the date of Bid finalization. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee for the amount and validity as mentioned in this LTE which should be strictly on the lines of given format .No interest is payable on EMD. The EMD may be forfeited if a Bidder withdraws its Bid during the period of Bid validity specified in this LTE; or if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to the signing of Contract; or if the successful Bidder fails to sign the contract or furnish Performance Bank Guarantee, within the specified time period in the LTE/Work Order/Offer letter. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the LTEs floated by the Bank/this department, in future, as per sole discretion of the Bank. Concession as per MSMED Act will be extended to eligible MSE Designing Agencies as MSEs are exempted from payment of Earnest Money Deposit (EMD).

10. Performance Bank Guarantee :

It will be 3% of the value of the contract Performance Security in form of BG should be valid for One year and three months from the effective date of the Contract.

11. Disputes / Arbitration (applicable in case of successful Bidder only):

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, either party (Bank or Designing Agency), may seek appropriate civil remedy with the competent civil courts located at Mumbai, India. The Designing Agency shall continue the work under the Contract during the pendency of the civil 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 civil court is obtained.

12. Other Information:

Photographs/ creative will be the property of Bank and the same are required to be handed over to the Bank. The Designing Agency will be responsible for copy right issues concerning usage of images, footage, text material, etc. obtained through various sources. Bank will not be a party to any disputes arising out of copyright violation by the Designing Agency. The Designing Agency will be responsible for obtaining any permission that may be required for undertaking work as detailed in this LTE document. Bank may assist the Designing Agency in this regard, wherever possible. The Designing Agency will at no time resort to plagiarism. Bank will not be a party to any dispute arising on account of plagiarism resorted to by the Designing Agency. The Designing Agency will indemnify Bank against any claim, laws, damages, etc. arising out of the Designing Agency having resorted to plagiarism or violation & IPR of any third party.

13. Additional Information:

The Bank reserves the right to accept or reject any proposal based on its internal criteria.

Part-I: Format for Submission of Technical Bid

(On the letter head of the Bidder)

S.No.	Particulars	Details	Ref No./ remarks
1	Name and address of the Bidder		
2	Constitution of the Bidder		
3	Name of Proprietor/ Partner of the Bidder		
4	Name & Contact detail of Authorized representative: Designation, Address, Mobile No., E-mail ID)		
5	Month and Year of Establishment		
6	Number of years of experience in this field*		
7	Registration and/or Trade License Number of the Firm in required field. (Should be valid for FY 2023-24)		
8	Valid GSTIN Number		
9	PAN number of the Bidder.		
10	Outlet Address:		
11	Other relevant documents as mentioned under "Submission of Tender Document" & Terms & Condition		

* All fields are mandatory to fill with the copy of duly signed and the above points together constitute eligibility criteria.

Signature :

Name of Authorised Signatory:

Seal of the Firm/Company/Agency

Date:

Place:

UNDERTAKING

(On the letter head of the bidder)

To,
General Manager
Investors Relation Division
CENTRAL BANK OF INDIA
Central office, Mumbai.

Sub: Undertaking for Tender No: CO:BS-IRD:2023-24:423 Dated: 05.03.2024

Dear Sir/Madam,

This is to undertake that I / We, owner(s) of M/s....., of (name of city) have read the above mentioned Tender document and have fully understood the Terms & Conditions and their implications. We undertake that if I/We am/were given the contract, I/We will abide by all the Terms & Conditions etc. of the tender in letter and spirit.

Signature :

Name of Authourised Signatory:

Seal of the Firm/Company/Agency

Date:

Place:

FINANCIAL BID

(On the letterhead of the bidder)

Sr.No	Particulars	Amount in Rs.
1.	Designing Hindi and English versions of the Integrated Annual Report of Bank for FY 2023-24 & FY 2024-25 .	

Note: Total unit quoted price should be inclusive all Image purchases/charges and taxes etc., No extra charges will be paid.

PROFORMA FOR DIRECT PAYMENT/TRANSFER TO BANK ACCOUNT

Sr.No	Particulars	Information
1	Name of the Firm/Company/Beneficiary	
2	Please enclose a cancelled Cheque	
3	Complete Bank Account No. of the Firm/Company/Beneficiary	
4	Bank Name & Address	
5	IFSC Code no	
6	Mobile no (for SMS)	
7	Email ID (for information)	

***No overwriting or cutting in price quoted shall be acceptable and financial bid shall be treated invalid and rejected.**

We undertake that all information provided above is correct and CENTRAL BANK OF INDIA will not be responsible in case of any error on the part of firm

Signature :

Name of Authorised Signatory:

Seal of the Firm/Company/Agency

Date:

Place:

SERVICE LEVEL AGREEMENT

(Annexure I)

This Service Level Agreement ("**Agreement**") made and executed at Mumbai, on this _____ Day of _____, 2024 ("Effective Date").

By and between

Central Bank of India, a body corporate, constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its head office at Chandermukhi, Nariman Point, Mumbai-400021, represented by Assistant General Manager, Investor Relations Division, Central Office (hereinafter referred to as "**The Bank**" or "**THE BANK**" which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns of **ONE PART**

And

M/s _____, a company incorporated _____ having its registered office at _____, represented by Mr./Ms. _____ (hereinafter referred to as "**Designing Agency**" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the **OTHER PART**.

WHEREAS:

- a) Central Bank of India is involved in the business of banking.
- b) M/s _____ is engaged in the business of designing the Integrated Annual Report.
- c) The Bank wants to publish its Integrated Annual Report for the Financial year 2023-24.
- d) In order to achieve the bank's objective of publishing the Integrated Annual Report, it issued a Limited tender Enquiry proposal dated 04/03/2024, vide tender Ref: RFP no **CO:BS-IRD:2023-24:423** dated 04.03.2024 from the prospective service providers having proven past experience and competence in the field of designing the Integrated Annual report as per the scope of work. WHEREAS the BANK is desirous of appointing the Designing Agency for purpose of designing and publishing Integrated Annual Report. In this Connection, the Bank has issued appointment letter dated _____ to Designing Agency to carry out designing of the Integrated Annual Report stipulated in above LTE. If any clause is not specifically incorporated herein and incorporated in the LTE, then it shall be construed and interpreted as part of this agreement.
- e) The Desining Agency acknowledges that it have fully examined and understood the instructions, terms and conditions forming part of the LTE, having informed itself on all aspects of the work required to be performed for carrying out the assignment and had submitted the proposal accordingly. The agency has represented to the Bank that it has sufficient expertise and competency for providing such services as per the terms and conditions of the LTE, issued by the bank.

- f) Pursuant to issuing the LTE, based on the selection procedure and evaluation process adopted by the Bank, the agency has been selected to provide the deliverables in connection with the services.
- g) The agency has represented that it shall provide appropriate human and other resources required to execute various tasks to be performed as part of the service from time to time.
- h) In connection therewith, the purpose of this Agreement, including all its annexures, is to set forth the mutually agreeable terms and conditions under which THE BANK will procure from the agency, and the agency will provide to the Bank the services as described in this Agreement.

In consideration of the mutual covenants and agreements contained herein, the agency and the Bank agree as follows:-

1. INTERPRETATIONS

- a) Words in the singular shall include words in the plural and vice versa.
- b) Words importing the masculine gender shall include feminine and neuter and vice versa.
- c) The term "LTE" used in this agreement refers to the Request for Proposal as per PROCUREMENT POLICY 2023-24 issued by Central Bank of India.
- d) The headings and sub-headings in this Agreement are inserted only for reference to the provisions hereof and shall not affect the construction of such provisions and its importance.
- e) Reference to any article, clause, sub-clause, or schedule or annexure means an article, clause, sub-clause, schedule or annexure to this Agreement.
- f) The Term 'Parties' shall mean all the parties to this Agreement and 'Party' shall mean one of the parties, as the context requires.

2. SERVICES

2.1 PURPOSE

The Bank intends to print the Integrated Annual Report for the Financial Year 2023-24 of the Bank.

2.2 PROJECT SCOPE

Bank wishes to appoint agency to design carry the Integrated Annual Report for the Financial Year 2023-24 of the Bank which should include:

- Strategic Focus and Future Orientation.
- Connectivity of Information
- Stakeholder Relationships
- Conciseness
- Reliability and Completeness
- Consistency and Comparability

This Agreement will be valid for the financial year 2023-24 till completion of the assignment.

Agency must provide its services as per industry accepted standards and best practices.

2.3 TERMS AND CONDITIONS

I. PAYMENT TERMS: Bank will release payment of the below mentioned agreed fees to the selected Designing agency after deduction of applicable taxes at source. Payment of fees shall be made after completion of Designing Process thereon the Bank.

Particulars	Amount in Rs.
Professional Fees	

*Inclusive of taxes.

ASSIGNMENT: The Designing Agency shall not assign or outsource the works undertaken by them under this SLA read with LTE without the written consent of the Bank. The Agency will not share or pass any information to any other person or financial institution in respect of data log in done or search of rating of concerned borrower made by the Bank.

II. INDEMNITY: The Designing Agency agrees to indemnify and keep indemnified, defend and hold harmless the Bank and its officers, directors, employees and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses (including litigation cost and reasonable attorneys' fees), arising before or after completion of the assignment, which result from or arise in connection with or are related in any way to claims by third parties arising out of or in connection with:

- i. In Case, the agency breach any of the terms and conditions, representations, warranties specified in the Agreement; infringement of intellectual Property Rights of the Bank; infringement of intellectual property rights of any third party while implementing the project, acts or omissions of negligence, or misconduct by the agency or its professionals, representatives, agents, security analysts and advisors.
- ii. For the Agreement, agency shall include its personal, employees, and / or other authorized persons.
- iii. The responsibility to indemnify set forth in this Clause shall survive the termination of this Agreement for any reason with regard to any indemnity claims arising in relation to the performance hereof.

Notwithstanding the generality of this Section, Indemnity shall exclude special, indirect,

punitive, exemplary, consequential and incidental damages.

III. LIMITATION OF LIABILITY: In accordance with standard industry practice, Designing Agency's aggregate liability under this Agreement and in connection with the services shall be for direct damages only and shall, in all circumstances and events, be limited to one time the fees paid to the Designing Agency under the engagement. Designing Agency shall not be liable for any indirect or consequential losses.

IV. CONFIDENTIALITY: The agency shall hold in confidence all information, documentation etc. which come to their knowledge (Confidential Information) and shall not disclose or divulge Confidential Information to any third party or use Confidential Information or any part thereof. However, the agency reserves the right to disclose confidential Information to the regulatory agencies like SEBI, RBI or government authorities, or before any court of law if the said data/Information is sought by them. In such event, the agency would not be deemed to be in contravention of this clause. The agency shall provide the copy of communication/order received from regulatory agency, like SEBI, RBI, Govt. authorities or Court seeking information from agency, to the Bank in case allowed by the said authority. Confidential Information means information which is by its nature confidential or is designated by the Bank as confidential and includes:

- a. All information marked or otherwise designated as confidential unless such info is or later comes in public domain.
- b. Information which relates to the financial position, the internal management structure, the personnel, policies and strategies of the Bank.
- c. Bank data, customer lists, customer information, account information, and business information regarding business planning and operations of the Bank, its subsidiary and associate or other information or data whether such data is permanent or otherwise unless such data is provided by the Bank to the agency.
- d. Any other information which the Bank has specifically declared as confidential;
- e. The restriction imposed in this clause does not apply to any disclosure or information.
 1. Which at the time of disclosure was in the public domain other than by breach of this clause; or
 2. Which is required by law to be communicated to a person who is authorized by law to receive that information.

V. TERMINATION OF AGREEMENT: Bank shall have the right to terminate this Agreement with or without assigning any reason by giving the agency, not less than 30 days written notice, in case of breach of any obligation under this agreement is noticed during any stage of assignment such as data login done or search of rating or concerned borrower informed to any other person/financial institutions.

Further, in case of breach of any one of the conditions reckoned below, which remains unsecured even after the Bank serves 30 days' written notice to the agency to cure the breach, and then the bank shall have the right to terminate the Agreement forth with as per the above notice period. The bank also reserves its right to terminate the Agreement in the event Breach of trust is noticed during any stage of the assignment.

The agency shall be entitled to terminate this Agreement by way of issuing a written notice of 30 days to the bank, if the bank is in breach of any of its obligations hereunder or in any act or omission of the Bank causes any loss to the agency or if the bank fails to pay the agreed fee to the agency. Clauses pertaining to confidentiality, indemnity, governing laws, and jurisdiction, resolution of disputes, notices and all such other clauses which by their very nature shall survive the termination of this Agreement.

VI. PUBLICITY: Any publicity by the agency in which the name of Central Bank of India is to be used should be done only with the explicitly prior written permission of Central Bank of India.

VII. FORCE MAJEURE: For purposes of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of Public enemy, acts of Government of India in their sovereign capacity, acts of war. If a Force Majeure situation arises, the agency shall promptly notify Central Bank of India in writing of such conditions and the cause thereof within twenty (20) calendar days. Unless otherwise directed by Central Bank of India in writing, the agency shall continue to perform its obligations under the Agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Mejeure event.

VIII. PENALTY: It is expected of the selected agency to provide services as mentioned in Scope of Work of this SLA read with LTE. Inability of the agency to either provide the requirement as per the scope of work or to meet the timelines as specified would be treated as breach of contract and the bank would invoke the penalty clause. Penalty may be levied to the extent of fee payable for the services rendered by the agency i.e. Rs. _____ (Rupees _____). These rights shall be in addition to and without prejudice to other rights available to Central Bank of India including but not limited to termination of contract, invocation of indemnity and recovery of amount paid etc. A reasonable opportunity of being heard to be given to the agency before levying any penalty.

IX. RESOLUTION OF DISPUTES: BANK and the agency shall make every effort to resolve amicably, by direct informal negotiations, any disagreement or dispute arising between them under or about the Agreement. If after thirty (30) Days from the commencement of such informal negotiations, Central Bank of India and the agency are unable to resolve amicably the dispute; then either party may require that the dispute be referred for

resolution by formal arbitration. Both Parties may agree upon a single arbitrator. If there is no consensus for a single arbitrator, then each party shall appoint one arbitrator and the two appointed arbitrators shall thereupon appoint the third arbitrator who shall preside over the arbitral tribunal. The arbitration proceedings shall be conducted in English. The Arbitration and Reconciliation Act 1996 shall govern the arbitration proceedings and the seat and venue of the arbitration shall be Mumbai.

X. GOVERNING LAW/JURISDICTION: The Agreement shall be governed by and constructed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts in Mumbai.

XI. INSPECTION OF RECORDS: Regulator and Bank shall have the right to conduct audit/s on the service provider whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the service provider. Any inspection shall be subject to the following:

- I. The inspection shall be restricted to the engagement and shall be conducted with prior reasonable notice
- II. Bank or its authorized representatives shall execute a Non-Disclosure Agreement before such audit which shall govern the conduct of inspection and any results thereof
- III. The auditors or the representatives of Bank for the inspection shall not be bidder's competitors
- IV. The inspection shall not be conducted more than once in a calendar year and twice in entirety and
- V. Any findings during the inspection, shall be shared with Bank and be discussed and agreed mutullay with Bank and _____ for its closure.

XII. PRINCIPAL TO PRINCIPAL RELATIONSHIP: There is no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship intended to be created or created by this Agreement.

If to CENTRAL BANK OF INDIA:-

Assistant General Manager/
Central Bank of India,
Central Office, Chandermukhi
Nariman Point,
Mumbai-400021.

If to M/s.

ACCEPTED AND AGREED BY THE FOLLOWING AUTHORIZED REPRESENTATIVES OF THE PARTIES AS OF THE EFFECTIVE DATE:

Central Bank of India

Signature :- _____
Name :- _____
Title :- _____
Seal :-

M/s. :- _____
Signature :- _____
Name :- _____
Title :- _____
Seal :-

Date:
Place:

Non-Disclosure Agreement

Annexure II

This Agreement made at _____, on this ____ day of _____ 2024.

BETWEEN

M/s _____, a company incorporated pursuant to section _____ having its registered office at _____, represented by Mr/Ms. _____ (hereinafter referred to as "Designing Agency" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the ONE PART;

AND

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

WHEREAS:

The Parties intend to engage in discussions and negotiations concerning the –establishment of business relationship "Designing of the Integrated Annual Report for The FY 2023-24" between them. In the course of such discussions and negotiations, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such Business opportunity (hereinafter referred to as "the Purpose").

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

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

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

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

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

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

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

agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease rights to any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof. Notwithstanding anything to the contrary contained herein, the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.

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

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

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

For and on behalf of

Name of Authorized signatory: Mr/Ms _____

Designation:

For and on behalf of
CENTRAL BANK OF INDIA

Name of Authorized signatory:

Designation: Assistant General Manager

Date:

Place:

PERFORMANCE BANK GUARANTEE FORMAT

Annexure-III

(TO BE STAMPED AS AN AGREEMENT)

1. THIS BANK GUARANTEE AGREEMENT executed at this day of **2024** by (Name of the Bank) having its Registered Office at and its Branch at (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOUR OF Central Bank of India, Constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 on July 19, 1969 with its Head office at Mumbai and various other offices (Zonal Offices/Regional Business Offices/other offices) of Central Bank of India, at various locations and managed by the Bank, acting through its Merchant Banking Department at Mumbai. And one of its offices at _____(procuring office address), hereinafter referred to as "Bank" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).
2. WHEREAS M/s _____, incorporated under _____ Act having its registered office at and principal place of business at (hereinafter referred to as "Designing Agency/ Vendor" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to (name of Service) (hereinafter referred to as "Services") to Bank in accordance with the Request for Proposal (LTE) No. **CO:BS-IRD:2023-24:423 Dated: 04.03.2024.**
3. WHEREAS, Bank has agreed to avail the Services from Designing Agency for a period of year(s) subject to the terms and conditions mentioned in the LTE.
4. WHEREAS, in accordance with terms and conditions of the LTE/Purchase order/Agreement dated _____, Designing Agency is required to furnish a Bank Guarantee for a sum of Rs. _____/- (Rupees only) for due performance of the obligations of Designing Agency in providing the Services, in accordance with the LTE/Purchase order/Agreement guaranteeing payment of the said amount of Rs. _____/- (Rupees only) to Bank, if Designing Agency fails to fulfill its obligations as agreed in LTE/Agreement.
5. WHEREAS, the Bank Guarantee is required to be valid for a total period of 12/36 months and in the event of failure, on the part of Designing Agency, to fulfill any of its

commitments / obligations under the LTE/Agreement, Bank shall be entitled to invoke the Guarantee.

AND WHEREAS, the Guarantor, at the request of Designing Agency, agreed to issue, on behalf of Designing Agency, Guarantee as above, for an amount of Rs._____/-(Rupees only).

NOW THIS GUARANTEE WITNESSETH THAT

1. In consideration of Bank having agreed to entrust Designing Agency for rendering Services as mentioned in the LTE, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Designing Agency shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the LTE/Agreement and in the event of Designing Agency failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the LTE/Agreement, we (the Guarantor) shall on demand(s), from time to time from Bank, without protest or demur or without reference to Designing Agency and notwithstanding any contestation or existence of any dispute whatsoever between Designing Agency and Bank, pay Bank forthwith the sums so demanded by Bank not exceeding Rs. /- (Rupees only).
2. Any notice / communication / demand from Bank to the effect that Designing Agency has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Guarantor without any delay.
3. We (the Guarantor) confirm that our obligation to the Bank, under this Guarantee shall be independent of the agreement or other understandings, whatsoever, between the Bank and Designing Agency.
4. This Guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the Bank.

WE (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT-

- (i) Any neglect or forbearance on the part of Bank to Designing Agency or any indulgence of any kind shown by Bank to Designing Agency or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
- (ii) This Guarantee herein contained shall be distinct and independent and shall be

enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by Bank at its discretion.

- (iii) This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
- (iv) The Guarantee shall not be affected by any change in the constitution of Bank or Designing Agency or winding up / liquidation of Designing Agency, whether voluntary or otherwise
- (v) This Guarantee shall be a continuing guarantee during its validity period.
- (vi) This Guarantee shall remain in full force and effect for a period of year(s) month(s) from the date of the issuance i.e. up to . Unless a claim under this Guarantee is made against us on or before , all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
- (vii) This Guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this Guarantee.

Notwithstanding anything contained herein above:

- i. Our liability under this Bank Guarantee shall not exceed Rs /- (Rs. _____/- only)
- ii. This Bank Guarantee shall be valid upto _____.
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Bank serve upon us a written claim or demand on or before

For and on behalf of

Name of Authorized signatory: Mr/Ms _____
Designation:

For and on behalf of
CENTRAL BANK OF INDIA

Name of Authorized signatory:
Designation: Assistant General Manager

Date:
Place: