



**HUMAN CAPITAL MANAGEMENT DEPARTMENT**  
**INDUSTRIAL RELATION AND POLICY WING**

17th Floor, Central Office,  
Chander Mukhi Building, Nariman Point  
Mumbai-400021

**Tender Ref: CO/HCM/IRP/2024-25/**

**REQUEST FOR PROPOSAL-**

**“RFP”**

**Engagement of Yoga Service Provider for  
“ONLINE YOGA SERVICES TO EMPLOYEES OF  
CENTRAL BANK OF INDIA”**

**Date: 31/05/2024**

The information provided in response to this Request for Proposal (RFP) will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves the right to accept or reject any or all the responses to this RFP without assigning any reasons whatsoever.

This document is prepared by Central Bank of India for **Engagement of Online Yoga Service Provider for “ONLINE YOGA SERVICES FOR EMPLOYEES OF CENTRAL BANK OF INDIA”** It should not be re-issued or copied or used either partially or fully in any form.

## **DISCLAIMER**

The information contained in this Request for Proposal (RFP) is provided to the Bidder(s) on the terms and conditions set out in this RFP document. The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into contract or arrangement with Bank in relation to the provision of services.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank after completion of the selection process as detailed in this document. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of the Bank with the Bidder. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Bidders should conduct their own investigations & analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary, obtain independent advice. The Bank makes no representation or warranty and shall incur no liability under any law, statute, rule or regulation as to the accuracy, reliability or completeness of this RFP. Central Bank of India in its absolute discretion, but without being under any obligation to do so, may update, amend or supplement the information in this RFP.

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

## IMPORTANT DATES & INFORMATION

SRN	Activities	Date & Time**
1	Tender Notification No.	CO/HCM/IRP/2024-25/02
2	RFP Issuance Date	31/05/2024
3	Pre Bid Meeting	11/06/2024 at 03:30 PM 17 <sup>th</sup> Floor Chandermukhi Building, Nariman Point Mumbai 400 021.
4	Last date for written request for Clarifications	15/06/2024
5	Date of placing corrigendum in Bank's website	21/06/2024
6	Last Date of Submission of RFP Response (Closing Date)	21/06/2024, <b>04:00 pm</b>
7	Opening of Technical Bids  Place: Central Bank of India, Chandermukhi, Nariman Point, Mumbai – 400021	21/06/2024 , <b>04:30 pm</b>
8	Presentation by shortlisted eligible Bidders with successful technical bids  Place: Central Bank of India, Chandermukhi, Nariman Point, Mumbai – 400021	Eligible Technically short-listed Bidders will be invited for a presentation on the Technical Bid submission. The exact date and time for the presentation will be communicated to the eligible Bidders subsequently. The Bank's decision shall be final in this regard.
9	Opening of Commercial Bids  Place: Central Bank of India, Chandermukhi, Nariman Point, Mumbai – 400021	The exact date and time for opening of Commercial bids of those bidders who have qualified in Technical Evaluation, will be communicated to the eligible Bidders subsequently.
10	Cost of RFP	Rs.2, 000/- (Rs. Two Thousand Only) including taxes
11	RFP Coordinator	1. Mr. KETU KUMAR- Chief Manager- IRP HCM.
12	Telephone	1. 022- 6638 7896
13	Email ID	<a href="mailto:cmcoirp@centralbank.co.in">cmcoirp@centralbank.co.in</a>
14	Address For Proposal Submission	<b>Through e-tendering</b>
15	EMD/ Bid Security Money	Rs.150, 000/= EMD to be submitted in the form of Bank Demand Draft payable at Mumbai from a scheduled bank, valid for 30 days after expiry of tender validity or to be deposited in Account No. <b>3499429100 IFSC CBIN0281067</b>

The dates mentioned above are tentative and the Bidder acknowledges that it cannot hold the Bank responsible for any revision in these dates. The shortlisted Bidders would be communicated the exact date of presentation and they should remain prepared for a presentation at short notice.

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## 1. INTRODUCTION

Central Bank of India is one of the leading Public Sector Banks in India. The Bank is a listed entity and the Govt. of India holds 93.08 percent in Bank's total share capital. The Bank is having its Central Office at Chandermukhi, Nariman Point, Mumbai – 400021. The Bank has a network of 4493 domestic branches, 90 Regional Offices (RO), 12 Zonal Offices (ZO) spread across India with 3300 ATMs, 10000+ BC points, serving over 80 million customers with 76000 + employees and Retirees Base. The Bank offers a wide range of products and services to both Corporate and Retails Customers. The Bank also provides services to its customers through alternate channels such as Internet Banking, Debit Cards, Mobile Banking, etc. The Bank is also forging ahead with cutting edge technologies and innovative banking models.

(More details are available on our website – [www.centralbankofindia.co.in](http://www.centralbankofindia.co.in) )

## 2. OBJECTIVES OF THE RFP

**To make available Online Yoga Sessions services to our employees as a medium to bring about physical and mental well-being amongst them, resulting in reduced stress, increased morale and balancing of personal and professional life as well.**

## 3. LIST OF ABBREVIATIONS & DEFINITIONS USED IN THE RFP

Following terms are used in the document interchangeably to mean:

Bank/CBI	‘Central Bank of India’, which has invited bids under this Request for Proposal
HCM	Human Capital Management Department of the Bank.
IRP	Industrial Relation & Policy Division under HCM Department
AGM	Assistant General Manager of HCM Department
CM	Chief Manager of HCM department
EMD	Earnest Money Deposit/ Bid Security Amount to be submitted along with RFP Response
NIT	Notice Inviting Tender published inviting RFP response
OT	Open Tender process of Bid submission
Notification of Award	Purchase Order to be placed to successful Bidder
BFSI	Banking, Financial and Insurance Industry
PSB	Public Sector Banks
QCBS	Quality and Cost Based Selection



RFP	Request for Proposal
Bidder	An eligible entity/firm submitting a Proposal/Bid in response to this RFP
Proposal / Bid / Tender	Response to the RFP Document with Technical proposal including any documents submitted by the bidder as per the formats prescribed in the RFP
Scheduled Bank	A bank which is listed in the Second Schedule of the Reserve Bank of India Act, 1934
Contract or Agreement	The Contract signed by the Parties and all the attached documents and the Appendices thereto, consequent to the completion of the procedure as per the RFP.
Website	Bank's official website "www.centralbankofindia.co.in"

#### 4. INVITATION OF TENDER BIDS

- 4.1. This RFP is an invitation for bidder's responses. No contractual obligation on behalf of the Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed & executed by duly authorized officers of the Bank and the Authorized personnel of successful bidder. However, until a formal contract is prepared and executed, this offer together with Bank's written acceptance & notification of award shall constitute a binding contract with the successful bidder.
- 4.2. 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 complete respect will be at the Bidder's risk and shall result in the rejection of its bid. The procedure, terms & conditions for submission of bid are enumerated in this RFP.
- 4.3. 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.
- 4.4. The RFP Document can be downloaded from Bank's Website <https://www.centralbankofindia.co.in> or e-Procurement Portal <https://centralbank.abcprocure.com/EPROC/>. The Bidder response should be uploaded online at the e-procurement portal <https://centralbank.abcprocure.com/EPROC/>.

## 5. ELIGIBILITY CRITERIA & ENGAGEMENT CONDITIONS

### **Respondents Eligibility Criteria:**

Eligibility criterion and associated supporting documents for the Bidder to qualify is clearly mentioned in Annexure III of this document. The bidder would need to provide supporting documents as a part of the eligibility proof.

Only those Bidders fulfilling the criteria as mentioned in Annexure III should respond to the RFP. The technical bids of only those bidders who qualify in the eligibility criteria will be accepted. Document/s in support of eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfill any of the eligibility criteria are liable to be rejected. No relaxation in eligibility criteria will be allowed to any bidder, including startups unless specifically mentioned in this RFP.

Besides eligibility Criteria, Bidding firms/Companies also have to comply as under:

- 5.1. The companies or firms bidding should not have been blacklisted or debarred by any Government Authority or Public Sector Undertaking (PSUs) or any other organization. The bidder shall give an undertaking (on letter head), as per Annexure IX, that it has not been blacklisted by any organization. In case, in the past, the name of the Company was blacklisted by any organization, it shall be ensured that it must have been removed from the black list as on date of submission of the tender.
- 5.2. Bidders are required to provide duly authenticated supporting documents like company's MOA, AOA, Certificate of incorporation, certificate of business commencement, Registered Partnership Deed, GST Registration, PAN, purchase order/ work orders, work experience certificate, GST returns, etc. The documents are required to be signed by the authorized signatory of the company/Firm with the company's/Firm's seal/stamp.
- 5.3. The bidder should submit a letter of undertaking stating to agree to abide by all the terms and conditions stipulated by the Bank in the RFP including all Annexures, Addendum and Corrigendum based on the requirements, specifications, terms and conditions laid down in this RFP. Bidder has to submit the letter as per format provided in Annexure VIII of the RFP alongwith the bid.

5.4. To assist in the scrutiny, evaluation and comparison of offers, Bank may, at its discretion, ask some or all bidders for clarification on their proposal. The request for clarification and the response shall be in writing and no change in the substance of the proposal shall be sought, offered or permitted. The Bank reserves the right to:

5.4.1. Ascertain information from the banks and other institutions to which the Bidder has rendered its services for execution of similar projects. Such feedbacks from high ranking officials would also form part of Evaluation/Engagement and any strong adverse comment/ action about product or service would make the bidder ineligible for further assessment/ processing.

5.4.2. The Bank reserves right to accept or reject any proposal in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the applicants to this document and Bank will not entertain any correspondence in this regard. The Bank, at its discretion, may reject the proposal of the Applicant, without giving any reason whatsoever, if in the Bank's opinion the bidder could not present or demonstrate the proposed solution as described in the proposal.

5.5. **Integrity Pact:** Only those bidders, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. **In other words, entering the Integrity pact would be the preliminary qualification. Any bid not accompanied by Integrity Pact duly signed by the bidder along with the technical bid, shall be a non-responsive bid and shall be summarily rejected.** IP shall cover all the phases of contract i.e., from the stage of Notice Inviting Tender (NIT) / Request for Proposal (RFP), till the conclusion of contract i.e., final payment or duration of warranty / guarantee. Format of IP (to be executed on a plain bond paper) is attached as Annexure XIV for strict compliance.

5.6. The successful Bidder shall be required to execute a Non-Disclosure Agreement as per Annexure X

## 6. **ENGAGEMENT PERIOD:**

6.1. The engagement will be valid for a **period of 1 year** from the date of Purchase order/SLA and it may be extended on yearly basis at the sole discretion of the bank for a further period as decided by the bank. Irrespective of the initial / extended period, the engagement will be deemed to be operative until close of assigned projects, and hence agencies deploying resources should ensure the resources availability until completion of the work in hand or till the extended period as per the project terms and conditions.

6.2. Monthly review of engaged vendors may be conducted or at certain interval as decided by the Bank and the Bank may revisit any of the conditions of this engagement during review. Bank only upon satisfactory performance of vendor continue the service till the engaged term of 1 year. In contrary to this, Bank may consider termination of contract solely at its discretion in terms of agreement of contract.

## **7. BROAD SCOPE OF WORK**

7.1 To provide, our Employees, the facility of Online Yoga Sessions (Online live sessions & pre-recorded sessions) service through a secured online mode or any other digital communication method.

7.1.1 **Daily Yoga Sessions**– To conduct Daily Online Yoga sessions for employees of the Bank. It should be made available in 3-5 Numbers of sessions with duration 45-60 minutes each, keeping in view the Bank’s requirement & Employee’s preferences. The Number sessions and duration of sessions shall be flexible and will be as per bank’s requirement time to time. The Sessions are to be conducted in Hindi/English medium only.

The Yogasana postures must be tailored in a way to encourage the beginners as well as the regular practitioners for full-fledged participation. Further, the sessions should be designed keeping the Health challenges of the industry in perspective.

7.1.2 **Off Line Content Availability**–The bidder should be providing Meditation classes and pre-recorded sessions to the employees. Small video byte should also be made available to all employees using any digital communication channel, reflecting short Yoga/ stretching sessions for employee during work hour intervals.

7.1.3 **Community Engagement for Holistic wellness:** The Vendor should be able to implement various Engagement programs beside Yoga, providing the Overall Physical and mental wellness to employees group. Such program should cover Diet control, Healthy Habits, Water Reminders, Health workshops, diseases specific awareness Etc.

7.1.4 A regular feedback mechanism should be implemented by the service provider as a part of the service experience and the improvements that may be needed for making the sessions more engaging and effective. The feedback so received from employees to be attended and suitable modification in session to be done if needed.

## **7.2 TECHNICAL REQUIREMENTS:**

7.2.1 The Service Provider should possess and confirm following minimum Technical Requirement/ Specification besides qualifying in the Technical Evaluation. Bids having Otherwise qualified in the Eligibility criteria but not meeting the following specification shall be rejected.

- 7.2.2 **An app or a website** with live streaming options is to be made available to the employees by providing them timely links for the same. The live streaming of Yoga Sessions should be easily accessible to the users and glitch free. And such session should also be made available as pre-recorded content for use by employees as and when they wish to access.
- 7.2.3 the service provider should employ **certified and experienced Yoga** and Meditation practitioners having professional excellence in their respective field/ specialty.
- 7.2.4 A **Dashboard to be made available to the Bank** for accessing the number of employees opted for the services encompassing the features of customized reporting for meaningful implementation & Details of other services availed for the purpose of accessing the implementation and progress in the scheme.
- 7.2.5 Facility of downloading health related content from the designated website, refresh old sessions taken or going back through any missed session should be available. Body Parts specific Yoga content also to be made available for employees who wish to avail focused achievement.
- 7.2.6 A **dedicated Account Manager** should be deputed at Corporate Office of the Bank for helping out Employees on-boarding process, guiding/resolving for availing services, resolving queries, preparing MIS and reports as desired by the Bank. The concerned account Manager should be single point of contact for project administration.
- 7.2.7 24X7 customer support services should be there to handle large number of request and resolve their issue (technical) within 48 hours. The Customer support Service should be able to solve the technical problems in accessing the Yoga sessions, Guide the employee for availing full array of services being offered.

## **8 COST OF RFP DOCUMENT**

- 8.1 Cost of RFP document is INR 2,000/- (Rupees Two Thousand) only. While downloading the RFP Document from the Internet (website of Central Bank of India), the prescribed amount towards the cost of Application Document should be paid by the Applicant along with the submission of the Application response. The Cost of RFP / Application document is non-refundable.

The RTGS / NEFT details are given below.

**Account No: 3288988578 IFSC Code: CBIN0281067**

**Account Name: Central Bank of India C.O. HCM department.**

8.2 All costs and expenses (whether in terms of time or material or money) incurred by the Recipient/Bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Bidder.

8.3 Applications without the payment of amount towards the cost of Application Document / non submission of MSME / Startup Certificate shall be rejected. The Cost of RFP / Application document is non-refundable.

8.4 The details of the transaction viz. scanned copy of the receipt of making transaction is required to be uploaded on e-tendering portal at the time of “final online bid submission”.

## 9 EXEMPTION OF RFP FEE

9.1 Micro & Small Enterprises (MSE) units and Startups are exempted from payment of RFP fee provided the Services they are offering are rendered by them.

9.1 Bidder should submit supporting documents issued by competent Govt. bodies to become eligible for the above exemption.

9.2 Startups which are not under the category of MSE shall not be eligible for exemption of tender fee.

### 9.3 **Bidders may please note:**

9.3.1 NSIC certificate/ Udyam registration certificate (URC) should cover the items tendered to get tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.

9.3.2 “Startup” company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.

9.3.3 Bidder who solely on its own fulfills each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Startup company status, can claim exemption for tender fee.

## 10 LANGUAGE OF BID

The documents prepared by the Bidder, as well as all correspondence and documents relating to the RFP exchanged by the Bidder and the Bank and supporting documents and printed literature shall be in English language only.

## **11 AMENDMENT OF BIDDING DOCUMENTS**

- 11.1. Central Bank of India reserves the right, in its sole discretion, of inclusion of any addendum to this entire RFP process. The Bidder shall not claim as a right for requiring Central Bank of India to do the aforesaid.
- 11.2. At any time before the deadline for submission of Applications/Offer, Central Bank of India may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidder, modify this RFP Document and all such modifications shall be binding on the Bidder.
- 11.3. All prospective bidders shall be notified about the amendment through a notification on Bank's website. All prospective bidders to this RFP are required to check for addendums / amendments / notices to this RFP on the website till the last date of availability, prior to submission of bids and all such addendums / amendments / notices shall be binding on them.
- 11.4. The bidders themselves need to take addendums from website. The Bank has no responsibility/obligation to send them individually to bidders.
- 11.5. If required in order to allow prospective Bidder reasonable time in which they need to take the amendment into account in preparing their Applications, Central Bank of India at its sole discretion reserves the rights to extend the deadline for the submission of Applications and same shall be notified on Bank's website. However, no request from the bidder, shall be binding on Central Bank of India for the same. Central Bank of India's decision in this regard shall be final, conclusive and binding on all bidders.

## **12. AUTHORIZATION TO BID**

- 12.1. The proposal/ bid being submitted would be binding on the Bidder. The Bid should be signed by the authorized signatory of the bidder. A suitable authorization letter / board resolution to that effect shall be submitted by the bidders.
- 12.2. All pages of the bid shall be signed by the authorized signatory for signing the bid.
- 12.3. Bid document shall be signed in full & official seal/stamp affixed.
- 12.4. All such signatures shall be supported by a rubber stamp impression of the Bidder's firm/company.
- 12.5. The proposal must be accompanied with undertaking letter duly signed by the authorized signatory as per the annexure I, annexure VIII and annexure IX on the letter head of the bidder firm/company only. The letter should also indicate the complete name and designation of the authorized signatory.

### 13. BID/OFFER

- 13.1. This is an e-Tender. Only electronic submission of bid on the e-tendering website is required within the timelines specified. Hardcopies to be submitted only when asked by the Bank.
- 13.2. The Bid / Offer should be complete in all respects and contain all information asked for in this document. It should not contain any price information elsewhere except on commercial bid.
- 13.3. Bidders are expected to examine all terms and instructions included in the RFP. Failure to provide any requested information in this RFP will be at bidder's own risk and may result in the rejection of the proposal.
- 13.4. The Bank may, at its discretion, extend this deadline for submission of bids by uploading separate notice to this effect or by amending the RFP Document.
- 13.5. RFP signed by authorized signatory submitted by bidder will be reviewed and if it is as per prescribed format then only bid will be opened and evaluated. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this RFP document shall be qualified for opening of Commercial Bids.
- 13.6. In addition, the following documents are to be submitted Online at the e- procurement site <https://centralbank.abcprocure.com/EPROC/> :

Annexure I:	Letter of Acceptance
Annexure II:	Bidder's Profile Format
Annexure III:	Eligibility Criteria
Annexure IV:	Compliance to RFP terms
Annexure V:	Technical Specifications
Annexure VI:	List of Yoga Instructors and Experience
Annexure VII:	Details Price Bid Format
Annexure VIII:	Declaration for Compliance
Annexure IX:	Undertaking for not being Black Listed
Annexure X:	Confidentiality / Non-Disclosure Agreement
Annexure XI:	Bid Query Format
Annexure XII:	Know Your Employee (KYE) Clause
Annexure XIII:	Certification of RFP Cost Waiver for MSME/NSIC Firms/companies



Annexure XIV:	Integrity Pact
Annexure XV:	Declaration on Maintenance of Information Security
Annexure XVI:	No Pending Litigation
Annexure-XVII:	Compliance of Minimum Wages Act 1948 and other labour laws
Annexure-XVIII:	Authenticity of information submitted for evaluation of bids
Annexure XIX:	List of Documents

- 13.7. The Bid should be signed by the authorized signatory of the bidder. A valid power of attorney/authorization letter/board resolution to that effect shall be submitted by the bidders and should be uploaded online on portal along with bid.
- 13.8. All the annexures should be submitted in letter head of bidder duly signed with seal/stamp of the firm/company. (All these documents are to be filed in one file). Copies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexures and other claims made by the bidder are also to be uploaded separately.
- 13.9. All the pages in RFP are to be submitted in the technical bid duly signed with firm's /company's stamp/seal.
- 13.10. The bidder should ensure that all the annexures should be submitted as prescribed by the Bank. In case it is not in the prescribed format, it is liable to be rejected.
- 13.11. The Bank reserves the right to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 13.12. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users, or other similar features of a bidder.
- 13.13. The Bank reserves the right to disqualify the bidder/(s) if the bidder/(s) have earlier failed to complete the similar project in any institution or any project in Central Bank of India in stipulated time.
- 13.14. The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidders. Notification of amendments/corrigendum will be made available on the Bank's website (<https://www.centralbankofindia.co.in>) and will be binding on all bidders and no separate communication will be issued. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids. No post bid clarification of the bidder shall be entertained.

## 14. INSTRUCTIONS TO BIDDERS – E TENDERING

Submission of any bid document through offline mode will not be accepted and bids should be submitted **online** on or before last date & time of bid submission.

### 14.1. **Online Registration for first time bidders**

14.1.1. The Bidders participating through e-Tendering for the first time for Central Bank of India will have to complete the Online Registration Process on the portal.

14.1.2. All the bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having -2- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose.

14.1.3. The tender should be prepared & submitted online using the bidder's authorized individual's (Individual certificate is allowed for proprietorship firms) Digital e-Token.

14.1.4. If any assistance is required regarding e-Tendering (registration / upload / download/ BidPreparation / Bid Submission), please contact the support numbers given in the support details below.

### 14.1.5. **Registration Process for Bidders**

14.1.6. Open the URL: <https://centralbank.abcprocure.com/EPROC/>

14.1.7. On Right hand side, Click and save the "Bidder Manual for Bidders to participate on e-tender.

14.1.8. Register yourself with all the required details.

14.1.9. **LOG IN NAME & PASSWORD:** Each Bidder will be assigned a Unique User Name & Password by the agency appointed by the Bank. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the agency appointed by the Bank.

### **General Terms & Conditions:**

Bidders are required to read the “Terms and Conditions” section of the portal (of the agencyconcerned, using the Login IDs and passwords given to them.

**TABLE A**

Bid Submission Mode	<a href="https://centralbank.abcpocure.com/EPROC">https://centralbank.abcpocure.com/EPROC</a> Through e-tendering portal (Class II or Class III Digital Certificate with both Signing & Encryption is required for tender participation)
Support person and phone number for e-tender service provider for any help in accessing the website and uploading the tender documents or any other related queries	e-Procurement Technologies Limited Technical Support Team Mr. Fahad Khan : 6352631766, <a href="mailto:fahad@eptl.in">fahad@eptl.in</a> Mr. Shaikh Nasruddin : 6352632098, <a href="mailto:sheikh@eptl.in">sheikh@eptl.in</a> Mr. Jay Vyas : 9265562819, <a href="mailto:jay.v@eptl.in">jay.v@eptl.in</a> Ms. Mubassera Mansuri :7859800621, <a href="mailto:mubassera@eptl.in">mubassera@eptl.in</a> Ms. Hiral Purohit : 6352631968, <a href="mailto:hiral.purohit@eptl.in">hiral.purohit@eptl.in</a>

**Note:** Please note that the Support team will be contacting through email and wherever required through phone call as well. Depending on nature of assistance, support team will contact on priority basis. It will be very convenient for bidder to schedule their online demo in advance with support team to avoid last minute difficulties.

14.1.10. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.

**14.1.11. BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to sell. Bids once made by the bidder cannot be cancelled. The bidder is bound to sell the material as mentioned above at the price that they bid. If bidder fails to do so, **Bank reserves the right to take suitable action to not allowing participating for 2 years in the processes of the Bank.**

**14.1.12. Preparation & Submission of Bids**

The Bids (Eligibility cum Technical & Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted “ON LINE” shall be summarily rejected. No other form of submission shall be permitted.

**Dos and Don'ts for Bidder**

- Registration process for new Bidder's should be completed at the earliest.
- The e-Procurement portal is open for upload of documents with immediate effect. Hence Bidders are advised to start the process of upload of bid documents well in advance.
- Bidder has to prepare for submission of their bid documents online well in advance.

- The upload process of soft copy of the bid documents requires encryption (large files take longer time to encrypt) and upload of these files to e-procurement portal depends upon bidder's infrastructure and connectivity.
- To avoid last minute rush for upload, bidder is required to start the upload for all the documents required for online submission of bid one week in advance.
- Bidder to initiate upload of few documents during the start of the RFP submission and any help required for uploading the documents / understanding the system should be taken up with e- procurement service provider well in advance.
- Bidder should not raise request for extension of time on the last day of submission due to non- submission of their Bids on time, quoting any reason whatsoever, as Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.
- Bidder should not raise request for offline submission or late submission since only online e- Procurement submission is accepted.
- Part submission of bids by the Bidder's will not be processed and will be rejected.

#### **14.1.13. Terms & Conditions of Online Submission**

14.1.14. Bidders shall bear the cost of registration on the Bank's e-tendering portal. Rules for web portal access are as follows:

14.1.15. Bidder should be in possession of CLASS II or CLASS III-Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm to Bank.

14.1.16. Bidders at their own responsibility are advised to conduct a mock drill by coordinating with the e- tender service provider before the submission of the bids.

14.1.17. E-Tendering will be conducted on a specific web portal as detailed in (schedule of bidding process) of this RFP meant for this purpose with the help of the Service Provider identified by the Bank as detailed in (schedule of bidding process) of this RFP.

14.1.18. Bidders will be participating in E-Tendering event from their own office / place of their choice. Internet connectivity /browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.

14.1.19. In the event of failure of their internet connectivity (due to any reason whatsoever) the service provider or the Bank shall not be responsible.

14.1.20. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the E-Tendering successfully.

- 14.1.21. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations.
- 14.1.22. Failure of power at the premises of bidders during the E-Tendering cannot be a valid reason for not participating in the E-Tendering.
- 14.1.23. On account of this, the time for the E-Tendering cannot be extended and the Bank shall not be responsible for such eventualities.
- 14.1.24. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Tendering irrespective of the cause.
- 14.1.25. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.
- 14.1.26. Utmost care has been taken to reduce discrepancy between the information contained in e-tendering portal and this tender document. However, in the event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.
- 14.1.27. Bidders are advised to attach all eligibility criteria documents with the Annexures in the technical bid.

**14.1.28. Guidelines to Bidders on the operations of Electronic Tendering System of Central Bank of India**

**14.1.29. Pre-requisites to participate in the Tenders**

Registration of Bidders on Electronic Tendering System on Portal of CBI: The Bidders Not Registered in Central Bank of India and interested in participating in the e-Tendering process of CBI shall be required to enroll on the Electronic Tendering System. To enroll Bidder has to generate User ID and password on the <https://centralbank.abcprocure.com/EPROC> Registration of New Bidders: <https://centralbank.abcprocure.com/EPROC/bidderregistration>

The Bidders may obtain the necessary information on the process of Enrolment either from Helpdesk Support Team: 079-68136815, 9879996111 or may download User Manual from Electronic Tendering System for CBI. i.e. <https://centralbank.abcprocure.com/EPROC>

#### 14.1.30. Preparation of Bid & Guidelines of Digital Certificate

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a Digital Certificate (Class – II or Class – III). This is required to maintain the security of the Bid Data and also to establish the identity of the Bidder transacting on the System. This Digital Certificate should be having two parts (1. Sign Verification 2. Encryption/ Decryption)

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate. Bid data / information for a particular Tender may be submitted only using the Digital Certificate.

Certificate which is used to encrypt the data / information and Signing Digital Certificate to sign the hash value during the Online Submission of Tender stage. In case, during the process of preparing and submitting a Bid for a particular Tender, the Bidder loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he /she may not be able to submit the Bid online. Hence, the Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to no objection certificate / power of attorney to that User to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same firm is required to authorize) to use the digital certificate as per Indian Information Technology Act, 2000 and subsequent amendments.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authorized User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Central Bank of India as per Indian Information Technology Act, 2000 and subsequent amendments. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub-Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant. The bidder should Ensure while procuring new digital certificate that they procure a pair of certificates (two certificates) one for the purpose of Digital Signature, Non-Repudiation and another for Key Encryption.

#### **14.1.31. Recommended Hardware and Internet Connectivity**

To operate on the Electronic Tendering System, the Bidder is recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and 3G connection is recommended for better performance.

Operating System Requirement: Windows 7 and above Browser Requirement (Compulsory): Internet Explorer Version 9 (32 bit) and above and System Access with Administrator Rights.

#### **Toolbar / Add on / Pop up blocker**

Users should ensure that there is no software installed on the computers which are to be used for browsing the website that might interfere with the normal operation of their Internet browser. Users have to ensure that they do not use any pop-up blockers, such as those provided by Internet Explorer and complementary software, like for example the Google tool bar. This might, in certain cases depending on users' settings, prevent the access of the EAS application.

#### **14.1.32. Online viewing of Detailed Notice Inviting Tenders**

The Bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by CBI on the home page of CBI e-Tendering Portal on <https://centralbank.abcprocure.com/EPROC>

#### **14.1.33. Online Submission of Tender**

Submission of Bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of CBI. The templates may be form based, extensible tables and / or unloadable documents. In the form based type of templates and extensible table type of templates, the Bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool.

In case Unloadable document type of templates, the Bidders are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

**Notes:**

- 14.1.33.1. The Bidders upload a single documents unloading option.
- 14.1.33.2. The Bid hash values are digitally signed using valid class – II or Class – III Digital Certificate issued any Certifying Authority. The Bidders are required to obtain Digital Certificate in advance.
- 14.1.33.3. The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.
- 14.1.33.4. This stage will be applicable during both. Pre-bid / Pre-qualification and Financial Bidding Processes.

The documents submitted by bidders must be encrypted using document encryption tool which is available for download under Download section on <https://centralbank.abcprocure.com/EPROC>

**Steps to encrypt and upload a document:**

- Select Action: Encryption -> Tender ID: (enter desired tender ID) -> Envelope: (Technical / Price Bid) -> Add File: (Select desired document to be encrypted) -> Save File(s) to: (select desired location for encrypted file to save).
- **After successful encryption, format of encrypted file will change to .enc which is required to be uploaded by bidders.**
- After encryption bidders are required to upload document as per the mandatory list mentioned in the envelope i.e. Technical / Commercial.

Note: The Bank or e-Procurement Technologies Limited shall not be liable or responsible in any manner whatsoever for any failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, or any other unforeseen circumstances before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. Bidder can fix a call with support team members in case guidance is required by calling on numbers mentioned in “TABLE A” above.

Bidders need to take extra care while mentioning tender ID. Entering incorrect ID will not allow Bank to decrypt document.

**14.1.34. Close for Bidding**

After the expiry of the cut-off time of Online Submission of Tender stage to be completed by the Bidders has lapsed, **the Tender will be closed by the Tendering Authority.**



#### 14.1.35. Online Final Confirmation

After submitting all the documents bidders need to click on “Final Submission” tab. System will give pop up “You have successfully completed your submission” that assures submission completion.

#### 14.1.36. Short listing of Bidders for Evaluation Process:

The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing fulfillment of eligibility criteria as per Annexure III, Bids will be considered for Technical Evaluation followed by opening of Commercial Bid Opening.

**14.1.36(a) Even if the Bank receives Single Bid, the Bank may proceed further with the Price negotiation by the Negotiating committee.**

#### 14.1.37. Technical Evaluation

The Bidders, who are eligible as per eligibility criteria and confirming the Technical Requirement/Specification, will further be evaluated for the technical evaluation. Technical score will be summation of Technical evaluation and Presentation if any; bidders who score less than 75 % will be technically disqualified. Details of technical evaluations are mentioned in clause 26 of this RFP.

#### 14.1.38. Opening of the Financial Bids:

**Financial Bids of Only those bidders will be opened who have qualified the eligibility criteria and have scored minimum 75 % marks in Technical evaluation.**

**14.1.38(a) Even if the Bank received a Single Bid the Bank may proceed further with the Price negotiation by the Negotiating committee.**

#### 14.1.39 Calculation of Final Score:

All proposals will be assessed based on a Quality cum Cost based selection process. The **Technical evaluation will have 50% weightage and Commercial evaluation shall have 50% weightage.** These weightages shall be taken into consideration for arriving at the Successful bidder for this RFP. The evaluation methodologies vis-a-vis the weightages are as under:

The score will be calculated for all Respondents using the following formula:

$$\underline{S = (T \times 0.50) + (C1/C \times 50)}$$

Where:

S = Combined Score of the Firm

T = Technical score of the firm

C = Quote as provided by the firm

C1 = Lowest Quote of C among the firms

The firm securing the highest score becomes the Successful Firm

For example – There are three Bidders X, Y and Z.

Technical score will be calculated by arriving at the proportionate score of 50% for the marks secured by the Bidder in the Technical Evaluation out of 100. Commercial Score of all technically cleared Bidders will be arrived at taking the cost quoted by Lowest Bidder i.e., the lowest quote from all technically qualified Bidders (say C1). Marks for other Bidders will be calculated using the formula Commercial Score = Cost of C Bidder / Cost quoted by C1 Bidder \* 50.

A “Combined score” will be arrived at, taking into account both marks scored through Technical Bid evaluation and the nominal commercial quotes with a weightage of 50% for the Technical Bid and 50% for the Commercial Bid as described below.

SL	Name	Tech Evaluation Marks	Price Quoted	Weighted Tech. Evaluation score (CX0.50)	Weighted Commercial Score= (160X50/D)	Combined Score (E+F)
A	B	C	D	E	F	G
1	X LTD	85	250	42.50	32.00	74.50
2	Y LTD	65	190	32.50	42.11	74.61
3	Z LTD	70	160	35.00	50.00	<b>85.00</b>
<b>Highest Scoring Bidder</b>			<b>Z LIMITED</b>			

The combined score is arrived at by adding Technical Score and Commercial Score. The successful Bidder will be the one who has highest Combined Score. In above illustration Bidder Z is successful bidder.

#### 14.1.39. Tender Schedule (Key Dates):

The Bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in this RFP Document for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule. At the sole discretion of the Bank, the time schedule of the Tender stages may be amended.

## 15. RFP CLARIFICATIONS

- 15.1. Queries / clarifications will not be entertained over phone. All queries and clarifications must be sought in writing or sent to [cmcoirp@centralbank.co.in](mailto:cmcoirp@centralbank.co.in) with subject “Engagement of Service Provider for ONLINE YOGA SESSION SERVICE TO EMPLOYEES OF CENTRAL BANK OF INDIA”, as per the date given in the IMPORTANT DATES & INFORMATION section of this RFP document.
- 15.2. The Bidder is requested to collate and submit queries together to seek clarifications/responses from Bank as per Annexure XI. The Bidder should ensure that all the queries and clarifications are communicated in writing on or before the date given in the IMPORTANT DATES & INFORMATION section of this RFP document. Bidders are requested to visit Bank’s website ([www.centralbankofindia.co.in](http://www.centralbankofindia.co.in)) for clarifications and other communications.
- 15.3. Any modification of the RFP, which may become necessary as a result of the queries, shall be made available by the Bank exclusively through the issue of Corrigendum on Bank’s website ([www.centralbankofindia.co.in](http://www.centralbankofindia.co.in)).
- 15.4. Bidders are required to direct all communications related to this RFP to [cmcoirp@centralbank.co.in](mailto:cmcoirp@centralbank.co.in) . The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Bidders in the manner specified. No post bid clarification of the bidder shall be entertained.
- 15.5. No query / suggestion shall be entertained after the opening of bid. Bank is not bound to reply the queries not pertaining to this RFP. Replies shall be at Bank’s discretion. Bank’s replies shall be final and acceptable to all bidders.

## 16. REJECTION OF BID

The Bid is liable to be rejected if:

- 16.1. The document does not bear signature of authorized signatory in each page and duly stamped.
- 16.2. It is received through Fax/E-mail/Courier/Post.
- 16.3. It is received after the expiry of the due date and time stipulated for Bid submission.
- 16.4. Incomplete Bids, including non-submission or non-furnishing of requisite documents/ Conditional Bids / Bids not conforming to the terms and conditions stipulated in this RFP are liable for rejection by the Bank.
- 16.5. It is evasive or contains incorrect information.
- 16.6. Any form of canvassing / lobbying /influence/ query regarding short listing, status, etc. will be a disqualification.
- 16.7. Bidder should comply with all the points mentioned in the scope of work. Noncompliance of any point will lead to rejection of the bid.
- 16.8. Bids not submitted online.

## 17. OTHER TERMS AND CONDITIONS OF RFP

- 17.1. Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 17.2. By submitting a proposal, the selected vendor agrees to contract with the Bank for any work awarded within 30 days of issuance of work order. Failure on the part of the selected vendor to execute a valid contract with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- 17.3. The terms and conditions as specified in the RFP and addendum (if any) thereafter are final and binding on the bidders. In the event the bidder is not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms or conditions proposed by the bidder would be rejected unless expressly agreed to in writing by the Bank.
- 17.4. The selected vendor must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the selected vendor's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the selected vendor's inability to meet the established delivery dates or any other reasons attributing to the selected vendor, then that vendor will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.
- 17.5. The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the solution to be supplied in response to this RFP shall meet the proposed bidders requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were

specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.

- 17.6. All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank. The Bank shall not be responsible for any judgments made by the bidder with respect to any aspect of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels, etc. as mentioned in this tender document.
- 17.7. The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- 17.8. This tender document may undergo change by either additions or deletions or modifications before the last date and time of submission by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The addendums, if any, shall be published on Bank's website.
- 17.9. The Bank reserves the right to extend the dates for submission of responses to this document.
- 17.10. Bidders shall have the opportunity to clarify doubts pertaining to the tender document in order to clarify any issues they may have, prior to finalizing their responses. All responses to be submitted as per Bid query format in Annexure XI. Responses to inquiries and any other corrections and amendments will be published on Bank's website in the form of addendum to tender document. The bidder, who posed the question, will remain anonymous.
- 17.11. Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

- 17.12. The Bank shall be under no obligation to accept any offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of Contract. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of Contract.
- 17.13. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users or other similar credentials of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to bidder.
- 17.14. Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no 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 information using terms such as “OK”, “accepted”, “noted”, “as given in brochure/manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 17.15. Price Discussion – Bank reserves the right to negotiate the price with the successful bidder scoring highest combined score. Any failure in negotiation with the Highest scoring bidders identified as above, bank shall have right to move on to next Highest scoring bidder subject to be eligible as per technical evaluation criteria.
- 17.16. If the Bank is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the technical 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 Technical bid.
- 17.17. The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent

contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

- 17.18. The price payable to the Bidder shall be inclusive of carrying out any modifications changes / upgrades to the application and other software that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the contract/ agreement, and the Bank shall not pay any additional cost for the same. The Bidder needs to provide the details about all such items considered in the RFP.

## **18. DELAYS IN THE PERFORMANCE**

Delivery and performance of the services shall be made by the Selected/Successful 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.

## **19. MODIFICATIONS AND WITHDRAWALS OF BIDS**

- 19.1. The bidder may modify its bid's submission anytime by logging in to the website <https://centralbank.abcpurchase.com/EPROC/> and uploading the documents again till last date and time of bid submission. Only the latest bid and the documents uploaded in the website till the last date of submission will be taken for evaluation.
- 19.2. No bid can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of bids.
- 19.3. No bid shall be withdrawn in the intervening period between deadline for submission of bids and expiration of period of bid validity. In the event of withdrawal of the bid by bidders, defaulting bidder will be suspended from participating in future tenders of the Bank.
- 19.4. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

## **20. 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.

## 21. PERIOD OF BID VALIDITY

21.1. **Bid shall remain valid for duration of 6 (six) calendar months from Bid submission date.** Bid valid for shorter period is liable to be rejected by the Bank as non-responsive.

21.2. 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. A Bidder is free to refuse the request. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.

21.3. The Bank reserves the right to call for fresh Bids at any time during the Bid validity period if considered necessary.

## 22. 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.

## 23. RFP RESPONSE

23.1. All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

23.2. Bid properly documented should be uploaded on e-Procurement site <https://centralbank.abcprocure.com/EPROC/> within stipulated date & time mentioned in the RFP.

## 24. SERVICE LEVEL AGREEMENT

24.1 Bank will be signing an SLA/NDA contract with the successful Bidder selected by means of procedure defined in this RFP. Penalty related to implementation / migration / support services will be applicable to selected Bidder.



**24.2 The Bank reserves the right to recover the penalty amount in the following events:**

- 24.2.1 The support at any location is not up to the satisfaction of the Bank.
- 24.2.2 Failure to implement the project within time line
- 24.2.3 Breach of Non-Disclosure Terms & SLA
- 24.2.4 For any other valid reasons determined by the Bank.
- 24.2.5 Non-payment of penalty claimed by the Bank within stipulated time.

24.3 Issues not attributable to the vendor will be exempted from levying of the Non-payment dues if any payable to the Bank within the stipulated time.

24.4 The Bank reserves its right to recover this amount by deducting from payments to be made by the Bank to the bidder.

**25 BID SECURITY AND PERFORMANCE SECURITY**

**a. Bid security/EMD: Rs.150,000/= (Rupees One Lakh Fifty Thousand only)** EMD to be submitted in the form of Bank Demand Draft/Bank Deposit payable at Mumbai from a scheduled bank, valid for 30 days or beyond any period of extension subsequently requested after expiry of tender validity. If an EMD is required and any tender not accompanied by a substantially responsive EMD in accordance with the tender document, shall be rejected by the Employer as non-responsive. The EMD may be forfeited: (a) if a Bidder withdraws its tender during the period of tender validity; or (b) if the Bidder does not accept the correction of its Tender Price; or (c) if the successful Bidder fails within the specified time to: (i) sign the Contract; or (ii) furnish the required security deposit. EMD of all bidders shall be returned after 30 days of the bid opening or successful bidders submits the performance security whichever is later.

**b. Performance Security:** To ensure due performance of the contract, **Performance Security to the tune of 3% of Total contract value will be obtained from the successful bidder awarded the contract.** Performance Security may be furnished in the form of an **Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank or bank Guarantee from a Commercial bank.** Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. Bid security should be refunded to the successful bidder on receipt of Performance Security.

**26 EVALUATION OF BIDS RECEIVED**

26.1 The Bids shall be evaluated on the aspects of experience, skills, diversity in services and seamless delivery besides the quantitative evaluation of the Bids.

26.2 During technical evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking explanation. If the bidder does not comply or respond by the date, their bid will be liable to be rejected. If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail the reason of their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us.

26.3 Setting of evaluation criteria for selection processes shall be entirely at the discretion of the Bank. The decision of the Bank in this regard shall be final and no correspondence shall be entertained in this regard.

26.4 The Bank may, at its discretion, waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. Wherever necessary, observations on such minor issues (as mentioned above) may be conveyed to the bidder, asking them to respond by a specified date also mentioning therein that, if the bidder does not respond by the specified date, their bid will be liable to be rejected.

26.5 material deviation, reservation or omission which should not be waived are those that:

26.5.1 Affect, in any substantial way, the scope, quality or performance of the goods and related services specified in the contract;

26.5.2 Limits, in any substantial way, inconsistent with the tendering documents, the Procuring Entity's rights or the bidder's obligations under the contract; or

26.5.3 If rectified, would unfairly affect the competitive position of other bidders quoting substantially responsive bids.

26.6 Those bidders who qualify in Eligibility criteria as per the relevant clause of this RFP shall only be called to give presentation of their offered services clearly demonstrating implementation. Failure of a bidder to complete presentation to the Bank may result in rejection of the proposal. Bidder is required to address all queries raised by the Bank officials during the presentation. The date, venue and duration of the presentation shall be communicated separately. Giving mere presentation should not be considered as being qualified / shortlisted for further process. In this regard, Bank decision will be final and binding on all bidders.

26.7 Presentation should be made by the employee or the authorized person from the respective bidder as on the date of presentation and hiring of outsider will not be allowed for presentation. The bidder is expected to substantiate /validate the achievements / recognition through relevant data / documentary evidence. Bidder should give presentation on the receipt of Bank's notice. The presentation should contain:

- 26.7.1 Brief about the company or firm highlighting relevant experience if any.
  - 26.7.2 Provide details about the certified yoga instructors, including their qualification and experience.
  - 26.7.3 Quality of understanding of the Scope & its coverage
  - 26.7.4 Outline the program structure that caters to various skill levels within our workforce.
  - 26.7.5 Describe the flexibility in scheduling sessions to accommodate our employee's diverse work hours.
  - 26.7.6 Present a transparent fee structure, including any potential additional costs.
  - 26.7.7 Demo of The Service availment process and support system available in app/website.
  - 26.7.8 Available Govt. approval/ certification/ISO and Data security certification.
  - 26.7.9 Any other value added services will be offered along with Core requirement.
  - 26.7.10 Share success stories from your previous corporate wellness engagements and number of employees instructed over a period of year.
  - 26.7.11 Any other relevant information.
- 26.8 The bids received in response of this RFP shall be evaluated by a committee of the Bank Officials, as per the evaluation matrix furnished below: **Refer Annexure III for compliance details.**

Sl	Particulars	Marks	
		Maximum	Obtained
1	<b>Year of Existence</b>	--	--
	More than 5 years	<b>15</b>	
	More than 3 but up to 5 years	10	
	Up to 3 year	7	
2	<b>Minimum Daily average User Base during online session</b>	--	--
	Above 15 thousand participant	<b>15</b>	
	More than 10 thousand but up to 15 thousand participant	10	
	Up to 10 thousand participant	7	
3	<b>Delivered Minimum online Yoga session in the last year as on the final Date of Bid submission Date.</b>	--	--
	<b>More than 1800 hrs</b>	<b>15</b>	
	<b>More than 1100 hrs to 1800 hrs</b>	<b>10</b>	
	<b>Up to 1100 hours</b>	<b>7</b>	
4	<b>Minimum Average experience of all Yoga Instructor in months.</b>	--	--
	More than 84 months	<b>15</b>	
	More than 36 but up to 84 months	10	
	Up to 36 months	7	
5	<b>Presentation by the Bidders before Evaluation Committee#</b>	<b>40</b>	

**#Final Presentation will carry a total of 40 marks.**

Presentation will carry 40 marks (out of 100 marks of the total technical evaluation score) and will be scored against the following broad criteria:

- Brief overview of the company describing the footprint in India and the expertise in the Field of taking Yoga Session on corporate model as specified in the scope of work.
- Demonstration of proposed engagement model duly improved/customized as per bank's scope of work suitable for the prevailing workforce and employees' presence in the Bank.

- Elucidate on the Benefits of engaging with the bidders program to the employees and the organization as a whole.
- Unique proposition of the bidder as to how they are suitable for this engagement.
- The Technology or online platforms that are part of the program delivery, accessibility and flexibility.
- Presentation must include clear defining of steps for implementation, including timelines, onboarding processes and any other pre-requisites.
- Outline the mechanisms for collecting feedback from the participants and how the program will be evaluated for continuous improvement.

**Bidders who scores below 75 marks in technical evaluation (including presentation marks) shall be not be taken into consideration for opening of their Financial Bids.**

Kindly note that the Bank reserves the right to finalize the scores from the available bid documents and presentation made by the bidder and the Bank decision on technical evaluation shall be final. Final scoring will be done up to two decimal points.

## 27 PAYMENT TERMS

Payment as quoted by the successful bidder in the bid process and accepted by Bank shall be made in **on quarterly basis**. Initially Bank shall obtain **2500 Active users access**, or less as per Bank’s discretion & requirement. Subsequent user will be purchased in the **multiple of 100 Active users**. Here, a. Employees retired/ left the service during the contract period shall be adjusted in total user capacity for enabling new employees to avail the service there against. The count of user shall be on monthly usage basis i.e. a **“User” will be counted as any employee who has attended the session for at least 10 days or more in a particular month shall be called as Active user and will be taken into account for payment.**

## 28 AUTHORIZED SIGNATORY

The selected vendor shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected vendor shall submit at the time of signing the contract a certified copy of the resolution of the board, authenticated by the company secretary, authorizing an official or officials of the selected vendor to discuss, sign agreements/contracts with the Bank, raise invoice and accept payments and also to correspond. The selected vendor shall provide proof of signature identification for the above purposes as required by the Bank.

## 29 CONFIDENTIALITY

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

- 29.1 The Service provider should ensure confidentiality of all employee information and records. Only authorized personnel should have access to this information, and employees should be assured that their privacy will be respected.
- 29.2 To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by the Bank;
- 29.3 To only make copies as specifically authorized by the prior written consent of the Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- 29.4 To restrict access and disclosure of Information to such of their employees, agents, strictly on a “need to know” basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
- 29.5 To treat all Information as Confidential Information. No data to be shared with any third party and to be specifically used for the purpose it is assigned for. The vendor must dispose-off the data once contract is over/ terminated or upon written notice by the bank subject to compliance of any law for time being in force mandating storage of data after service/contract period is over. Utmost care must be given while dealing with bank’s data.
- 29.6 To sign a Non-Disclosure Agreement with Bank as per prescribed format provided in **Annexure X** within thirty days of issuing the purchase work order.
- 29.7 The vendor should also be compliant of law related to data protection in India.
- 29.8 The Vendor may, upon completion of the purpose mentioned aforesaid or at any time on receipt of a written demand from the bank: i) immediately return all written Confidential Information and all copies thereof provided to, or produced by, it or its advisers, as the case may be, which is in such party’s possession or under its custody and control; ii) to the extent practicable, but without prejudice to the obligations of confidentiality herein, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the disclosing party; iii) so far as it is practicable to do so (but, in any event, without prejudice to the obligations of confidentiality contained in this Agreement), immediately expunge any Confidential Information relating to the bank or its employees or any member of their group or their projects from any computer, word processor or other device in its possession or under its custody and control.

29.9 However above provisions shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify.

29.10 Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Bank and its disclosure shall not confer on the vendor any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

### **30 INDEMNITY AND LIMITATION OF LIABILITY**

30.1 The bidder (the "Indemnifying Party") undertakes to indemnify, hold harmless the Purchaser/Bank (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement.

30.2 If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.

30.3 Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by:

30.3.1 Indemnified Party's misuse or modification of the service

30.3.2 Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party

30.3.3 Indemnified Party's use of the service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either:

- 30.3.4 Procure the right for Indemnified Party to continue using it
- 30.3.5 Replace/Modify it with a non-infringing equivalent

30.4 The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement in addition to any indemnification remedies as mentioned in other clauses of this RFP.

## 31 INTELLECTUAL PROPERTY RIGHTS

- 31.1 The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables and Services upon the terms and conditions contained in this RFP.
- 31.2 The Bidder shall be responsible at its own cost for obtaining all necessary authorizations and consents from third party licensors of Software used by Bidder in performing its obligations under this Project.
- 31.3 If a third party's claim endangers or disrupts the Bank's use of the Deliverables, the Bidder shall at no further expense, charge, fee or cost to the Bank, to obtain a license so that the Bank may continue use of the Deliverables in accordance with the terms of this RFP.
- 31.4 Bidder shall indemnify and keep fully and effectively indemnified the Bank from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by Bidder or his subcontractors or in respect of any other services rendered under this RFP.

## 32 MINIMUM WAGES

- 32.1 The bidder hereby agrees and undertakes that during the subsistence of this agreement it 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. In this effect, bidder has to submit undertaking on their company letterhead signed by authorized signatory as given in Annexure-XVII.
- 32.2 The engaged vendor will ensure strict compliance of all labour laws, insurance, minimum wages to the personnel employed /deployed /engaged for the work assigned and the Bank will not be liable for any such persons/personnel of engaged vendor and shall not be liable for any levies / penalties etc. that may be imposed by the Authorities concerned for their action/inaction. There shall be no employer employee relationship whatsoever between the Bank and the engaged vendor /their employees and the bidder or his employees, staff, personnel, agents will not be entitled to any employment with Bank. In the event of any demand/fines/penalty



made by any of the authorities on the Bank in respect of the conduct/actions taken by the bidder/their employees/labourers, the Bank will be entitled to recover the said amounts from the bills / amount payable or from the performance guarantee and also take appropriate action against said persons of bidder/bidder for their misconduct, if any.

### 33 NON-TRANSFERABLE OFFER

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

### 34 RESPONSIBILITY FOR COMPLETENESS

Any supplies and services, which might not have been specifically mentioned in this tender but, are necessary for the performance or completeness of the order, in accordance with the scope of work mentioned herein, shall be provided / made available as per the time schedule for smooth and efficient operation and maintenance of the system.

The bidder shall be responsible for any discrepancies, errors and omissions in the technical details submitted by him/them, irrespective of whether these have been approved, reviewed or otherwise, accepted by the Bank or not. The Bidder shall take all corrective measures arising out of discrepancies, errors and omissions in drawing and other information as mentioned above within the time schedule and without extra cost to the Bank.

### 35 AUDIT

35.1 The engaged vendor shall at all times whenever required furnish all information, records, data stored in whatsoever form to internal/external/Bank appointed or statutory/RBI inspecting auditors and extend full cooperation in carrying out 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 out 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 given time frame.

35.2 The bidder has to ensure compliance of Information Security guidelines according to policy of the Bank and mitigate the risk, if any, within the stipulated time without any additional cost to the Bank.

35.3 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 the Bank.

35.4 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/RBIs 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 engaged vendor.

### 36 FORCE MAJEURE

36.1 Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

36.1.1 Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics,

36.1.2 Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,

36.1.3 Terrorist attacks, public unrest in work area;

36.2 Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the Bank shall not be liable for delay in performing their obligations resulting from any Force Majeure cause as referred to and/or defined above.

### 37 EXIT CLAUSE

37.1 The Bank reserves the right to cancel/exit the contract in the event of happening one or more of the following conditions:

**37.1.1 Failure of the selected vendor to accept the contract within 30 days from receipt of work order.**

37.1.2 Delay in delivery beyond the specified period/Noncompliance of Time line.

- 37.1.3 Matters relating Security/Data breach.
  - 37.1.4 In case of breach in service or any violation of terms & conditions of the Contract.
  - 37.1.5 Or for any justifiable reason Bank assumes as substantial reason to exit the engagement contract.
- 37.2 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. Bank reserves right to exit at any time after giving notice period of One month during the contract period. Any type of formation of consortium, sub-contracting and joint assignments will not be allowed / considered. Such proposals will be disqualified.

### 38 TERMINATION OF CONTRACT

- 38.1 The Bank shall serve the notice of termination to the vendor at least 30 days prior, of its intention to terminate services.
- 38.2 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:
  - 38.2.1 The vendor commits a breach of any of the terms and conditions of the bid.
  - 38.2.2 The vendor goes into liquidation voluntarily or otherwise.
  - 38.2.3 **TERMINATION FOR INSOLVENCY**- The Bank at any time terminates the contract by giving written notice to bidder, if bidder becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to 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
  - 38.2.4 An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
  - 38.2.5 The progress regarding the execution of the order accepted by the vendor is found to be unsatisfactory or delay in execution of the contract. In this event, the vendor is bound to make good the additional expenditure, which the Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason the contract is cancelled.
  - 38.2.6 Non-satisfactory performance of the vendor during implementation and operation.
  - 38.2.7 An act of omission by the Bidder, its employees or its agents in the performance of the services provided by this contract.
  - 38.2.8 Failure to integrate/implement the Project as per the requirements of the Bank as stated in this RFP.

38.2.9 Material discrepancies in the Deliverables and Services noted in the implementation of the Project. The Bank reserves the right to procure the same or similar product from the alternate sources at the risk, cost and responsibility of the vendor.

38.2.10 Successful bidder is found to be indulging in frauds.

38.2.11 The Bank suffers a reputation loss on account of any activity of vendor or penalty is levied by regulatory authority.

38.2.12 In the event of sub contract or assignment contrary to the terms of agreement.

### 39 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.

### 40 LIMITATION ON PROMOTION

Bidder shall agree to make no reference to the Bank for the procurement of products and services hereunder or the agreement in any literature, promotional material, brochures, sales presentation or the like without prior written consent of the Bank.

### 41 GOVERNING LAW AND DISPUTES

41.1 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 through arbitration. If however, the parties are not able to solve them amicably, party (Central Bank of India or Bidder), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred after 30 days, 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 joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding 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 Mumbai.** Such arbitration to be governed by the provisions of Indian Arbitration and Conciliation Act, 1996.

41.2 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.

**41.3 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.**

#### 42 TENDER / RFP CANCELLATION

The Bank reserves the right to cancel the tender / RFP at any time without assigning any reasons whatsoever.

#### 43 CONFLICT OF INTEREST

The Bank requires that bidder provide professional, objective, and impartial advice and at all times hold the Bank's interest paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from the Bank.

Bidder has an obligation to disclose any situation of actual or potential conflict in assignment/job, activities and relationships that impact their capacity to serve the best interest of the Bank, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if the Bank comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

#### 44 NON-SOLICITATION

The selected Bidder, during the term of the contract and for a period of Six months thereafter shall not without the express written consent of the Bank, directly or indirectly 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 of the Bank or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or 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.

#### 45 PROPOSAL OWNERSHIP

The proposal and all supporting documentation submitted by bidders in response to this Request for Proposal (RFP) shall become the property of Central Bank of India and will not be returned.

The Bank reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves the right to accept or reject any or all the responses to this RFP without assigning any reasons whatsoever.

**46 TAXES AND DUTIES**

The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner. Payment of all taxes i.e. GST (CGST/SGST/IGST) will be made at actual, on production of suitable evidence of payment by the Bidder. The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.

**47 SUBMISSION OF BIDS**

The bidders have to submit bid through Online ONLY. All documents as per requirement of RFP must be uploaded on the site <https://centralbank.abcprocure.com/EPROC/> Bank may, at its discretion, extend this deadline for submission of bids by releasing corrigendum to this tender document.

**48 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.

**49 REVIEW OF CONTRACT AND PERFORMANCE**

- a. Bank shall have the right of periodical review of the performance of the vendor under the contract which would be basis of continuation or termination of the same.
- b. Bank shall also have visitorial rights i.e. the right to review, either itself or through another agency as it may deem fit, the financial and operating performance of the vendor in order to assess the ability of the vendor to continue to meet its outsourcing/contractual obligations.

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

**50 NO LIABILITY:**

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

**51 ADHERENCE TO STANDARDS**

The Bank reserves the right to ascertain information from the Banks and other institutions to which the Bidders have rendered their services for execution of similar projects. Such feedbacks from high ranking officials would also form part of Bidder selection and any strong adverse comment/ action about product or service would make the Bidder ineligible for further assessment/ processing.

**52 SUBSTITUTION OF PROJECT TEAM MEMBERS**

The bid should also contain resource planning proposed to be deployed for the project which includes inter-alia, the number of personnel, skill profile of each personnel, duration of employment etc. During the assignment, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of the Bank by providing alternate staff of same level of qualifications and expertise. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the Bidder during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. The Bank reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment. The Bidder will have to undertake that no such substitution would delay the project timelines.

### 53 PENALTY & LIQUIDATED DAMAGES:

If the selected Bidder fails to complete the due performance of the contract in accordance to the terms and conditions, the Bank reserves the right either to cancel the contract or to accept performance already made by the selected Bidder after imposing Penalty on Selected Bidder. Penalty will be calculated on per week basis and on the same Rate as applicable to Liquidated Damages. In case of termination of contract the Bank reserves the right to recover an amount equal to 5% of the Contract value as Liquidated Damages for non-performance. Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently. Penalty and LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the selected Bidder to prove that the delay is attributable to the Bank and Force Majeure. The selected Bidder shall submit the proof authenticated by the Bidder and Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment.

### 54 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) i. Delay in delivery beyond specified period/delivery against prescribed guidelines and practices.
  - ii) ii. Serious discrepancy in the dealings /functioning of service provider which results in breach of terms, financial loss /reputation loss to bank.
  - iii) iii. Detection of fraud/criminal intention/background with Service provider or its employees or agents.
- h. Bank reserves the right to appropriate the damages though encashment of bid security/PBG given by the service provider or recover the loss from the amount payable if any to service provider.

\*\*\*\*\*

Annexure I

**Letter of Acceptance**  
**(Letter to the Bank on the bidder's letterhead)**

To

The General Manager –HCM  
Central Bank of India,  
17th Floor, Central Office Chander Mukhi Building, Nariman Point,  
Mumbai - 400021

Dear Ma'am,

**Sub: Engagement of Yoga Service Provider for providing “ONLINE YOGA SERVICES FOR EMPLOYEES OF CENTRAL BANK OF INDIA”.**

With reference to the above subject, having examined and understood the instructions, terms and conditions forming part of it, we hereby enclose our offer for the desired service as detailed in your above referred RFP.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP and all required information as mentioned is enclosed.

We also confirm that the offer shall remain valid for **6 (six) months** from the date of the offer.

We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the RFP in full or in part without assigning any reasons whatsoever.

**We understand that:**

- a. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- b. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed format as desired/prepared by the Bank. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- c. If our bid is accepted, we are to be responsible for the due performance of the contract.
- d. You may accept or entrust the entire work to one Bidder or divide the work to more than one Bidder without assigning any reason or giving any explanation whatsoever.
- e. Bidder means the bidder who has submitted Bids in response to the RFP.

We hereby declare that all the information & Statements made in this RFP are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to all terms & conditions of the RFP.

Yours faithfully,

Place:

Date:

For \_\_\_\_\_

Authorized Signatories

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Contact No: \_\_\_\_\_

Company/firm seal/stamp

**Annexure II**

**Bidder's Profile Format**

(To be submitted by Bidder on letter head)

Serial No.	Parameters	Response
1	Name of the Firm/Company	
2	Year of Incorporation / Date of Partnership Deed Execution	
3	Names of the Partners/Directors	
4	Name and Address of the Principal Banker	
5	Addresses of Firm/Company	
	a) Registered Office	
	b) Local Office in Mumbai (if any)	
6	Authorized Contact person	
	a) Name and Designation	
	b) Telephone Number/Mobile no.	
	c) E-mail ID.	
7	Financial parameters	
	Business Results (last three FYs)	Annual Turnover(Rs. In lacs)
	2022-23	
	2021-22	
	2020-21	
	(Only firm/company figures need to be mentioned. Not to include group/subsidiary Company figures)	(Mention the amount in INR only)

**N.B. Enclose copies of Balance Sheet along with enclosures**

Dated this..... Day of ..... 2024

(Signature)

(In the capacity of)

Duly authorized to sign bid with seal/stamp for & on behalf of (Name & Address of the Bidder)

### Annexure III

#### Eligibility Criteria

(To be submitted by Bidder on letter head)

SRN	Pre-Qualification Criteria	Detail of Proof to be Attached (All attachments must be signed by the Authorized Signatory of the bidders participating)	Compliance (Yes/No)
1	The Bidder should have been providing online Yoga service with minimum daily average of 10,000 user during the year.	<ul style="list-style-type: none"> <li>➤ A Self declaration on Respondent's Letter Head <b>with supporting proof.</b></li> <li>➤ <b>Website/url/link address to be provided on letter head.</b></li> </ul>	
2	The Bidder should be Digital Personal data Protection act 2023 and ISO 27001 complaint company.	<ul style="list-style-type: none"> <li>➤ A Self declaration on Respondent's Letter Head.</li> <li>➤ ISO certification.</li> </ul>	
3	Preferably The Bidder/Trainer/Instructor should have secured Certification on Instructing/teaching Yoga Services from Yoga Certification Board, Ministry of AYUSH, Govt. of India.	<ul style="list-style-type: none"> <li>➤ Copy of valid Certificate duly self-attested and stamped.</li> </ul>	
4	The bidder should be a company registered in India as per Company Act 1956 /2013 or a partnership firm / A Limited Liability Partnership under the Limited Liability Partnership Act 2008 and <b>should be in existence for at least 1 year as on the final date of RFP submission.</b>	<ul style="list-style-type: none"> <li>➤ Certificate of Incorporation, MoA, &amp; AoA if it is company/One Person Company.</li> <li>➤ Partnership deed if it is a partnership firm or</li> <li>➤ GST Registration certificate</li> <li>➤ Copy of PAN Card of company/Firm.</li> </ul>	
5	The bidder should have <b>delivered minimum 1100 hours of Online Yoga session</b> in a year as on the Final date of Bid submission.	<ul style="list-style-type: none"> <li>➤ A self-declaration on the Respondent's letter head with supporting proof eg. Extract/reports from website/app/youtube/Social Media Platform duly self authenticated.</li> </ul>	

6	The Respondent's Organization <b>should not be owned or controlled by any Director or Employee (or Relatives) of Central Bank of India</b> , both present and those who have retired in the last one year.	➤ A self-declaration on the Respondent's letter head.	
7	The companies or firms, bidding for the above tender, <b>should have not been blacklisted</b> by any Government Authority/ any organization. The bidder shall give an undertaking on their letter head to this effect. In case, in the past, the name of their Company was blacklisted, it should have been removed from the blacklist as on date of submission of the tender.	➤ An undertaking to this effect must be submitted in their letter head as per <b>Annexure IX</b>	
8	At the time of bidding, <b>there should not be any pending litigation</b> or any legal dispute in the last 3 years, before any court of law between the Bidder and the organization in which Bidders were previously engaged for providing services.	➤ A self-declaration on the Respondent's letter head.	

**Note:** Vendor must comply with the above-mentioned criteria. Non-compliance to any of the criteria can entail rejection of the offer. All attachments are to be duly signed & stamped by the Authorized Signatory of the bidding firm. Photocopies of relevant documents/certificates should be submitted as proof in support of the compliance for each of the above-mentioned criteria. The Bank reserves the right to verify/evaluate the claims made by the vendor independently. Any misrepresentation will entail straightaway rejection of the offer.

**Place:**

**Date:**

**Authorized Signatory:**

**Name & Designation:**

**Business Address & email id:**

**Annexure IV**

**Compliance to RFP Terms & Conditions**  
**(To be submitted by Bidder on letter head)**

<b>Sl. No</b>	<b>Clause Details</b>	<b>Bidder's Compliance (Yes/ No)</b>
1	Introduction	
2	Objectives of the RFP	
3	List of Abbreviation and Definition used in RFP	
4	Invitation of Tender Bids	
5	Eligibility Criteria and Engagement Conditions	
6	Engagement Period & Locations	
7	Broad Scope of Work	
8	Cost of RFP Documents	
9	Exemption of RFP Fee	
10	Language of Bid	
11	Amendments of Bidding Documents	
12	Authorization to Bid	
13	Bid/Offer	
14	Instructions to Bidders –e-Tendering	
15	RFP Clarifications	
16	Rejections of Bid	
17	Other Terms & Conditions of RFP	
18	Delay in performance	
19	Modifications & withdrawal of Bids	
20	Ownership and retention of Documents	
21	Period of Bid validity	
22	Assignment	
23	RFP response	

24	Service Level Agreement	
25	Bid Security/EMD & Performance Guarantee	
26	Evaluation of Bids Received	
27	Payment Terms	
28	Authorized Signatory	
29	Confidentiality	
30	Indemnity & Limitation of Liability	
31	Intellectual Property Rights	
32	Minimum Wages	
33	Non- Transferrable Offer	
34	Responsibility for completeness	
35	Audit	
36	Force Majeure	
37	Exit Clause	
38	Termination of contract	
39	Jurisdiction	
40	Limitation on Promotion	
41	Termination for insolvency	
42	Governing Law & disputes	
43	Resolution of Disputes	
44	Tender & RFP cancellation	
45	Conflict of interest	
46	Non- Solicitation	
47	Proposal Ownership	
48	Taxes & duties	
49	Submission of Bids	



50	Negligence	
51	Review of Contract and Performance	
52	No Liability	
53	Adherence to standard	
54	Substitution of Project team members	
55	Penalty and liquidated Damages	
56	Other terms & conditions	

**Authorized Signatory:**

**Place:**

**Name & Designation:**

**Date:**

**Business Address & email id:**

**Annexure V**

**Technical Specification  
(To be submitted by Bidder on letter head)**

<b>S. No</b>	<b>Technical Requirement</b>	<b>Compliance (Yes/No)</b>
1.	The selected vendor would be required to provide <b>3-5 Session</b> of minimum length of 45-60 minutes each. The selected vendor shall be responsible for execution of entire scope of the RFP.	
2.	The selected vendor should understand the purpose of this RFP, broad scope and Bank's requirement and able to deliver service outlined in the scope. The service should be made available in all dialect/language as preferred by the employee.	
3.	The selected Bidders should be able to provide the service <b>through Mobile App/website/Digital platform</b> providing <b>exclusive Log-in accesses</b> to our Bank Employees.	
4.	The selected bidders should have adequate Resource. Infrastructure, Digital Technique and preferably Certificate/License from Yoga certification Board, Ministry of Ayush, Govt. of India.	
5.	The selected Bidders <b>should have to depute dedicated Accounts/ Project Manager</b> who will be single point of contact and be always available in place for successful implementation of the project.	
6.	Facility of downloading Pre Recorded sessions, Video clip of several Yoga Postures depicting benefits of each Aasanaa for focused improvement in Targeted Health parameters.	
7.	A <b>Dashboard to be made available to the Bank</b> for accessing the number of employees opted for the services, details of other services availed for the purpose of accessing the implementation and progress in the scheme	
8.	The Bidder should be an <b>ISO 27001 certified company</b> .	
9.	The Bidder should have daily user base of 10,000 availing service on regular basis as on the date of Bid submission.	
10	The Bidder should have 24x7 customer support service and be able to resolve their issue preferably within 48 hours.	

**Authorized Signatory:**

**Place:**

**Name & Designation:**

**Date:**

**Business Address & email id:**

**Annexure VI**

**List of Yoga Instructor and Experience**

(To be submitted by Bidder on letter head)

1	<b>Details of work experience of providing Online Yoga Sessions.</b>			
	<b>Name of Instructor</b>	<b>Qualifications</b>	<b>Total Months of Experience</b>	<b>Name of Organization to whom services delivered to</b>
a.				
b.				
c.				
e				
f				
g				

Attach more rows if required.

**Authorized Signatory:**

**Place:**

**Name & Designation:**

**Date:**

**Business Address & email id:**

List of clients in above format should be attached if required.

**Annexure –VII**

**DETAILED PRICE BID FORMAT:**

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 providing online Yoga Services to Employees of the Bank in conformity with the said Bidding documents.

Indicative price for which is as follows:

SR No	Particulars	(A) Price per user per month	(B) Total Price for 2500 Active users in a year [A x 2500 x 12]
1.	Price per user per month		
<b>Total</b>			

**Notes: The Price per user quoted above shall be the same for additional purchase of 100 users or more.**

Prices quoted are inclusive of all expenses including cost of dedicated manager's remuneration, Cost of Website, Mobile app, Reporting MIS etc. or any other expenses necessary to provide/develop all required infrastructure for successful implementation of the program.

**For any additional purchase beyond 2500 users, the additional purchase will be in the multiple of 100 users only.**

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.....2024

(Signature of authorized signatory)

**Annexure VIII**

**Declaration for Compliance  
Statement of Deviation**

(To be submitted by Bidder on letter head)

\_ (All Terms and Conditions including scope of work & Technical Specification)

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP including all addendum, corrigendum etc. (Any deviation may result in disqualification of bids).

**Signature:  
Name**

**Date**

**Seal/stamp of company/firm:**

**Technical Specification**

We certify that the systems/services offered by us for tender confirm to the specifications stipulated by you with the following deviations

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

**Signature:**

**Name**

**Date**

**Seal/stamp of company/firm:**

(If left blank it will be construed that there is no deviation from the specifications given above)

## Annexure IX

### Undertaking for not being blacklisted (To be submitted by Bidder on letter head)

To

The General Manager –HCM  
Central Bank of India,  
17th Floor, Central Office  
Chander Mukhi Building,  
Nariman Point,  
Mumbai - 400021

We \_\_\_\_\_(bidder name), hereby undertake that-

- We hereby confirm that we agree to all the RFP terms and conditions of the RFP/\_\_\_\_\_ dated\_\_\_\_, its Annexures, amendments made to the RFP without any pre- conditions. Any presumptions, assumptions, deviations given or attached as part of technical document (technical bid) be treated as null and void.
- We confirm that the undersigned is authorized to sign on behalf of the company and the necessary support documents delegating this authority are enclosed to this letter.
- Bidders complying with the eligibility criteria do not construe commitment from the Bank to provide opportunities to the vendors. We also agree that you are not bound to accept the lowest or any bid received, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.
- **As on date of submission of tender, we are not blacklisted by the Central Government / any of the State Governments / PSUs/ in India or any organization in India.**
- We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm/company or in any other way that may affect capability to provide / continue the services to the Bank.

Yours faithfully,

Authorized Signatories

Date

(Name, Designation and Seal/stamp of the Company/firm)

## Annexure X

### Confidentiality / Non-Disclosure Agreement

This CONFIDENTIALITY AGREEMENT (the "Agreement") entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2024, and shall be deemed to have become in full force and effect from (the "Effective Date"). By and between M/s. \_\_\_\_\_ a company incorporated under the provisions of the Companies Act, \_\_\_\_\_ in force in India, having its registered office at \_\_\_\_\_ (Hereinafter referred to as "-----" or "Vendor" which expression shall, unless it be repugnant or contrary to the context or meaning thereof, mean and include its, successors and permitted assigns) of the ONE PART

AND

Central Bank of India, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at Chandermukhi, Nariman Point Mumbai-400021, with branches spread over India (hereinafter referred to as "Central Bank" or "Bank" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns), of the OTHERPART:

----- and the Bank shall hereinafter jointly be referred to as "Parties" and individually as a "Party".

In this Agreement, "Affiliate" means any entity which from time to time Controls, is Controlled by or is under common Control with the relevant party or entity, where "Control" means having the ability (including, without limitation, by means of a majority of voting rights or the right to appoint or remove a majority of the board of directors) to control the management and policies of an entity.

WHEREAS:-

i. Vendor inter-alia is engaged in the business of providing Online Yoga session Service in India or abroad.

The Bank has agreed to disclose, transmit, receive, and/or exchange certain "confidential information" to cover the business transaction between parties for the provision of services related to "RFP NO: **CO/HCM/IRP/2023-24/03- Engagement of Service Provider for "ONLINE YOGA SERVICES FOR EMPLOYEES OF CENTRAL BANK OF INDIA"**

ii. ("the Purpose") as more particularly described in Purchase Order No. \_\_\_\_\_, issued by Central Bank of India in favor of M/s. \_\_\_\_\_.

### **NOW THIS AGREEMENT WITNESS:**

#### **1. Interpretation**

In this Agreement "Confidential Information" means all information belonging to a Party that is or has been disclosed to one Party (the "Receiving Party") by the other Party (the "Disclosing Party") in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving Party, 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, (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, or (e) is disclosed pursuant to an order of a 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.

## 2. **Confidentiality:**

2.1 Except to the extent as agreed herein, the Receiving Party agrees to regard, preserve and keep as secret and confidential all Confidential Information of the Disclosing Party or its clients or any member of their group disclosed under this Agreement. In maintaining confidentiality hereunder the Receiving Party agrees and accepts that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the disclosing party.

- I. Disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or
- II. Use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or
- III. Disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or
- IV. Use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.

2.2 The Receiving Party also agrees and accepts that it may endeavor to:

- I. Use at least the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure;
- II. Keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;



- III. Limit access to such Confidential Information to those of its (including its Affiliates") directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information in the manner prescribed in this Agreement; and
- IV. Upon discovery of any disclosure or suspected disclosure of Confidential Information, to take reasonable effort to as per the circumstances, to inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.

### **3. Return or destruction:**

The Receiving Party may, upon completion of the purpose mentioned aforesaid or at any time on receipt of a written demand from the disclosing party: i) immediately return all written Confidential Information and all copies thereof provided to, or produced by, it or its advisers, as the case may be, which is in such party's possession or under its custody and control; ii) to the extent practicable, but without prejudice to the obligations of confidentiality herein, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the other party; iii) so far as it is practicable to do so (but, in any event, without prejudice to the obligations of confidentiality contained in this Agreement), immediately expunge any Confidential Information relating to the Disclosing Party or its clients or any member of their group or their projects from any computer, word processor or other device in its possession or under its custody and control.

### **4. Permitted disclosure:**

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

### **5. Ownership of Information:**

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

**6. No Representation:**

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

**7. Remedies and Relief:**

The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favor upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its cost and fees, including Advocate's fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its cost and expenses including Advocate's fees.

**8. No Assignment**

This Agreement shall not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party. This Agreement shall ensure to the benefit of and will be binding upon the parties' respective successors and permitted assigns. In a nutshell, 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.

**9. Severability**

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

**10. Delay or Waiver**

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non- enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

### **11. Notices**

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

### **12. Term**

This Agreement shall commence from the Effective Date of this Agreement and shall be valid for a period of five years there from. Confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the agreement. Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the one month notice period issued by the non-defaulting Party. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of 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.

### **13. Governing Law**

The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Mumbai.

### **14. Indemnity**

The Receiving Party agree to indemnify and hold harmless the Disclosures against all costs, liability, losses and claims incurred by the Disclosing Party as a result of a breach of this Agreement.

### **15. Modification**

Modification to any of the provisions of this Agreement shall be void unless it is in writing and duly executed by Parties.

### **16. Headings**

The headings given herein above are for ease of reference only and shall not attach or have any effect/ meaning whatsoever contrary to what is stated in the agreement.

### **17. Counterparts**

This Agreement has been signed in duplicate, each of which shall be deemed to be an original. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024

Signed and delivered by  
M/s \_\_\_\_\_

Signed and delivered by  
Central Bank of India

Signed by:  
Name .....  
Title .....  
in the presence of \_\_\_\_\_

Signed by:  
Name .....  
Title .....  
in the presence of \_\_\_\_\_

**Annexure XI**

**Bid Query Format  
(To be submitted by Bidder on letter head)**

Bidders have to provide their queries on eligibility criteria, scope of work, terms & conditions etc. in excel format as mentioned below. Bidders are requested to categorize their queries under appropriate headings. Bidders are requested to provide a reference of the page number, state the clarification point and the queries/suggestion/deviation that they propose as shown below (all the queries will be entertained in this Microsoft Excel format by e-mail):

Queries will not be accepted in any other format other than Microsoft Excel.

Sl. No.	Clause no.	Page no.	Clause	Query	Bank Response

Place:

Signature:

Date:

Name & Designation:

Business Address:

## Annexure XII

### Know Your Employee (KYE) Clause (Bidder has to submit Undertaking on the company/firm letter head as per format given below)

1. We \_\_\_\_\_ (name of the company) hereby confirm that all the Resource (both on-site and off-site) deployed / to be deployed on Bank's project to provide Online Yoga Services to Employees of Central Bank of India.

(Name of the RFP) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.

2. We undertake and agree to save, defend, and keep harmless and indemnified the Bank against all loss, cost, damages, claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Bank.

3. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, Educational document, etc.) to Bank before deploying officials in Bank premises for executive coaching

Signature of Competent Authority with firm/ company's seal/stamp

\_\_\_\_\_

Name of Competent Authority \_\_\_\_\_

Company / Organization \_\_\_\_\_

Designation within Company / Organization \_\_\_\_\_

Date \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

Designation of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Verified above signature

Signature of Competent Authority \_\_\_\_\_

Date \_\_\_\_\_

**Annexure XIII**

**Certificate of MSME**

(in Letter head of Chartered Accountant)

Date:

This is to certify that M/s. \_\_\_\_\_, having registered office at \_\_\_\_\_ has made an original investment of Rs. \_\_\_/- in FY \_\_\_\_\_, as per Audited Balance Sheet as on 31.03.2023. Further we certify that the Company is classified under MSME as per MSME Act, 2006 and having in possession of valid UDYAM registration certificate No. \_\_\_\_\_ dated \_\_\_\_\_

We have checked the books of the accounts of the company and certify that the above information is true and correct.

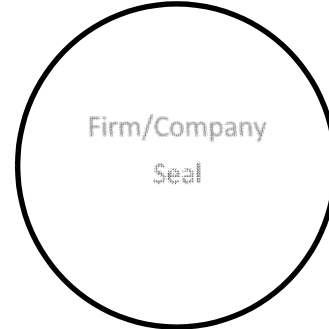
Chartered Accountant

Firm/Company Name

Signature

Name

FRN



## Annexure XIV

Tender Ref. No.:

### Integrity Pact

*(Each Participating bidder/s shall submit Integrity Pact as per attached Annexure-XIV duly stamped for Rs. 500/- (Five Hundred only) or as per the rates notified at place of execution of agreement. Integrity pact should be submitted by all participating bidders at the time of submission of bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time schedule prescribed by Bank may be relevant ground of disqualification for participating in Bid process).*

### PRE CONTRACT INTEGRITY PACT

#### 1.GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on \_\_\_\_ day of the \_\_\_\_\_ month 2024, between, Central Bank of India, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at Chandermukhi, Nariman Point Mumbai-400021 ,with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) of the FIRST PART AND Mr./s. \_\_\_\_\_ represented by Shri \_\_\_\_\_ Chief executive officer/Authorised Signatory (hereinafter called the "BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART.

1.2. WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item)/engage the services and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the stores/services and

1.3. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is a private company/ public company/Government undertaking/ partnership/ LLP/registered export agency/service provider, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970.

1.4. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Stores/Equipment/Items/Services proposed to be procured by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of



the agreement and beyond as provided in clause 13 and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.

2. NOW, THEREFORE, the BUYER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service/Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2. Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

### **COMMITMENTS OF THE BUYER**

3. The BUYER commits itself to the following:-

3.1. The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2. The BUYER will, during the pre-contract stage, treat all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS alike, and will provide to all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS the same information and will not provide any such information to any particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER which could afford an advantage to that particular BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER in comparison to the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS.

3.3. The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

#### **4. COMMITMENTS OF BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS**

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

4.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the BUYER.

4.3. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores/Authorized Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is

committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.6. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.

4.7. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

## **5. PREVIOUS TRANSGRESSION**

5.1 The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5.2. If the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER makes incorrect statement on this subject, BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can be disqualified from the tender/bid process or the contract, if already awarded, can be terminated for such reason.

## **6. EARNEST MONEY (BID SECURITY)**

6.1. Every BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER while submitting commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender documents.

6.2. The Earnest Money/Bid Security shall be valid till 30 days beyond the bid validity period or for such period as mentioned in RFP/Contract, including warranty period, whichever is later to the complete satisfaction of BUYER.

6.3. In the case of successful BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the BUYER to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER on Earnest Money/Security Deposit for the period of its currency.

## **7. SANCTIONS FOR VIOLATIONS**

7.1. Any breach of the provisions herein contained by the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. However, the proceedings with the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) would continue.

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER/SELLER /CONTRACTOR /SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(vii) To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.

(x) Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(xi) The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

7.2. The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/ SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

7.3. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/SELLER /CONTRACTOR. However, the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

## **8. FALL CLAUSE**

8.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the

difference in the cost would be refunded by the BIDDER / SELLER / CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

## 9. INDEPENDENT EXTERNAL MONITORS

9.1. The BUYER has appointed

- Sri Trivikram Nath Tiwari [mail: trivikramnt@yahoo.co.in]
- Sri Jagdip Narayan Singh [mail: jagadipsingh@yahoo.com ]

as Independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.

9.5. As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of the BUYER.

9.6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER. The BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being /has been submitted by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors ( ) with confidentiality.

9.7. The BUYER will provide to the Monitors 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 parties. The parties may offer to the Monitors the option to participate in such meetings.

9.8. The Monitors will submit a written report to the BUYER at the earliest from the date of reference or intimation to him by the BUYER/BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and submit proposals for correcting problematic situations.

## 10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of

the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination,

### 11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law and the place of jurisdiction is Mumbai.

### 12. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

### 13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 1 year or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at ..... on.....

BUYER

BIDDER\*

Signature:

Signature:

Authorized Signatory,  
(For & On behalf of the Principal)

Authorized Signatory (\*)  
(For & On behalf of Bidder/ Contractor)

Central Bank of India,  
.....Department

Date:

Date:

Rubber Stamp:

Rubber Stamp:

Witness

1. \_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_

Witness

1. \_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_

(\*) – Authorized signatory of the Organization who has also signed and submitted the main bid



**Annexure XV**

**DECLARATION FOR MAINTENANCE OF INFORMATION SECURITY &  
REGULATORY COMPLIANCE**

(To be submitted by Bidder on letter head)

In reference to the **RFP NO: CO/HCM/IRP/2023**

**-24/03- Engagement of Service Provider for "ONLINE YOGA SERVICES FOR EMPLOYEES OF CENTRAL BANK OF INDIA"** we hereby certify that We maintain a robust infrastructure for maintenance of Information security and various certification to this effect obtained from competent Authority / ISO is enlisted below.

**TABLE A**

SL	Certifying Authority	Details of certificate No. and subject

Further, following are registration /certificate /License is obtained from the required Govt./Regulatory Authority for carrying out for providing Online Yoga Services in India.

**TABLE B**

Sl	Details certification/registration

**Signature:  
Name**

**Date**

**Seal/stamp of company/firm:**

Enclosure: List of certificates as per Table A.

**Undertaking for No Pending Litigation  
(To be submitted by Bidder on letter head)**

To

**Annexure XVI**

The General Manager –HCM  
Central Bank of India,  
17th Floor, Central Office  
Chander Mukhi Building,  
Nariman Point,  
Mumbai - 400021

We \_\_\_\_\_(bidder name), hereby undertake that-

We hereby confirm that we agree to all the RFP terms and conditions of the RFP/\_\_\_\_\_ dated\_\_\_\_\_ its Annexures, amendments made to the RFP without any pre- conditions. Any presumptions, assumptions, deviations given or attached as part of technical document (technical bid) be treated as null and void.

- We confirm that the undersigned is authorized to sign on behalf of the company and the necessary support documents delegating this authority are enclosed to this letter.
- Bidders complying with the eligibility criteria do not construe commitment from the Bank to provide opportunities to the vendors. We also agree that you are not bound to accept the lowest or any bid received, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.
- We further undertake that there is/are no any pending litigation or any legal dispute in the last 3 years, before any court of law between us and the organization in which we were previously engaged for providing the services.

Yours faithfully,

Authorized Signatories

Date

(Name, Designation and Seal/stamp of the Company/firm)

**Undertaking for Compliance of Minimum Wages Act  
1948 and other labour laws of the land  
(To be submitted by Bidder on letter head)**

To

**Annexure XVII**

The General Manager –HCM  
Central Bank of India,  
17th Floor, Central Office  
Chander Mukhi Building,  
Nariman Point,  
Mumbai - 400021

We \_\_\_\_\_(bidder name), hereby undertake that-

We hereby confirm that during the subsistence of this agreement we 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.

We confirm that we will ensure strict compliance of all labour laws, insurance, minimum wages to the personnel employed /deployed /engaged for the work assigned and the Bank will not be liable for any such persons/personnel of engaged vendor and shall not be liable for any levies / penalties etc. that may be imposed by the Authorities concerned for their action/inaction. There shall be no employer employee relationship whatsoever between the Bank and the engaged vendor /their employees and the bidder or his employees, staff, personnel, agents will not be entitled to any employment with Bank

Yours faithfully,

Authorized Signatories

Date

(Name, Designation and Seal/stamp of the Company/firm)

**Annexure XVIII**

**Undertaking for information submitted for evaluation  
of bids**

**(To be submitted by Bidder on letter head)**

To

The General Manager –HCM  
Central Bank of India,  
17th Floor, Central Office  
Chander Mukhi Building,  
Nariman Point,  
Mumbai - 400021

We hereby confirm that the information submitted with regards to the following points mentioned, in terms of this RFP is correct without any pre-conditions.

- We confirm that our organization \_\_\_\_ years in existence. We submit the certificate of incorporation to that effect.
- We confirm the Minimum daily average user base during the online session and support it with the certificate issued to that effect from the Online platform/website/application facility/supplier.
- We confirm the information given with regards to the Number of hours of Minimum online Yoga session in the last year as on the final Date of Bid submission. We support the same with a certificate issued to that effect from the Online platform/website/application facility/supplier.

Yours faithfully,

Authorized Signatories

Date

(Name, Designation and Seal/stamp of the Company/firm)

## Annexure XIX

### List of Documents to be submitted (To be submitted by Bidder on letter head)

Documents to be submitted	Format as per	Attached in Bid (Yes/No)	Page No	
			From	To
RFP Document				
Authorization letter/Board resolution/ Power of Attorney for Authorized Signatories				
Letter of Acceptance	Annexure I			
Bidder's Profile Format	Annexure II			
Eligibility Criteria	Annexure III			
Compliance to RFP terms & Conditions	Annexure IV			
Technical Specifications	Annexure V			
Details of previous assignments	Annexure VI			
Price Bid Format	Annexure VII			
Declaration for Compliance/ statement of deviation	Annexure VIII			
Undertaking by Bidder	Annexure IX			
Confidentiality / Non-Disclosure Agreement	Annexure X			
Bid Query Format	Annexure XI			
Know Your Employee (KYE) Clause	Annexure XII			
Certification of RFP Cost Waiver for MSME/NSIC Firms/Companies	Annexure XIII			
Integrity Pact	Annexure XIV			
Declaration for maintenance of information security	Annexure XV			
Undertaking for No Pending Litigation	Annexure XVI			
Undertaking for Compliance of Minimum Wages Act 1948 and other labour laws of the land	Annexure- XVII			
Undertaking for information submitted for evaluation of bids	Annexure- XVIII			

**NOTE:**

- Supporting documents must be attached wherever applicable.
- All pages of bid documents must be signed by authorized person
- All pages of bid documents should be numbered in serial order i.e. 1, 2, 3 and so on.
- The technical bid should be properly numbered to search documents with annexure in starting to explain positioning of documents in bid.

Signature of Authorized Signatory:  
Name of Authorized Signatory

Designation: Name of the Firm/Company: