



**Central Bank of India
Learning & Development Division**

Sir Sorabji Pochkhanawala Bankers' Training College
JVPD Scheme, Juhu Vile Parle (West), Near Cooper Hospital
Mumbai, Maharashtra – 400056

Tender Ref. No.: CO/HCM/L&D/2024-25/01

**REQUEST FOR PROPOSAL (RFP)
FOR
ENGAGING CONSULTANT FOR DEVELOPING AND IMPLEMENTING
CENTRAL BANK OF INDIA's ESG STRATEGY WITH SPECIAL FOCUS
ON CLIMATE AND SUSTAINABILITY**

Date: 31 MAY 2024

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 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 in 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.

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 engaging consultant for developing and implementing Bank's ESG strategy with special focus on climate and sustainability.

IMPORTANT DATES

[A] Important Dates & Information

SRN.	Activities	Date & Time
1	Tender Notification No.	CO/HCM/L&D/2024-25/01
2	RFP Issuance Date	31/05/2024
3	Last date and time for submission of query	07/06/2024
4	Pre-Bid Meeting Place: LH 6, II Floor, SPBT College, Sant Gyaneshwar Marg, JVPD Scheme, Vile Parle West, Mumbai 400056	12/06/2024
5	Date of placing replies to queries / clarifications / corrigendum in Bank's website	15/06/2024
6	Last Date of Submission of RFP Response (Closing Date)	29/06/2024, 03:00 pm
7	Opening of Technical Bids Place: Room No. 6, Ground Floor, SPBT College, Sant Gyaneshwar Marg, JVPD Scheme, Vile Parle West, Mumbai 400056	29/06/2024, 03:30 pm
8	Presentation by shortlisted eligible Bidders with successful technical bids Place: Central Bank of India, Central Office, Chandermukhi, Nariman Point, Mumbai – 400021	Eligible 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 separately. The Bank's decision in this regard would be final.
9	Opening of Commercial Bids Place: Central Bank of India, Central Office, Chandermukhi, Nariman Point, Mumbai – 400021	The Commercial Bids of only those Bidders who qualify in Technical Bid evaluation will be opened. The date for opening of the Commercial Bid would be communicated separately only to those Bidders who are eligible being technically qualified.
10	RFP Coordinator	Mr. Sanjay Mallik, AGM – HRD (L&D), SPBT College, JVPD Scheme Vile Parle West, Mumbai 400056 022-6145 8003 dgmspbtc@centralbank.co.in

The dates mentioned above are tentative and the Bidder must acknowledge that it cannot hold the Bank responsible for any revision in these dates. Any revision in dates will be published in Bank's website.

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1. Introduction

Central Bank of India, herein after referred to as “the Bank”, established in 1911, was nationalized in the year 1969 and today is a leading public sector bank listed in BSE/NSE. The Bank has 13 Zonal Offices to exercise immediate supervision and control over 90 Regional Offices, which in turn supervise the Branches under their jurisdiction. The Bank has a network of 4500 Branches and 4084 ATMs, spread across the length and breadth of the country with presence in almost all the States and Union Territories. While the Bank has a vast network of Branches, the Bank's operations are fully automated and the customers of the Bank avail of services through various alternate channels of delivery. The Bank also has specialized branches catering to the specific needs of Retail customers, Industrial Units, Corporate Clients, Forex Dealers, Exporters and Importers, Small Scale Industries and Agricultural Sector. The Bank has sponsorship of 2 Regional Rural Banks (RRB), and it has two subsidiaries.

(More details are available on the website – www.centralbankofindia.co.in)

2. Objectives of the RFP

This Request for proposal (hereinafter referred to as RFP) document has been prepared solely for the purpose of enabling Central Bank of India (“the Bank”) for **ENGAGING CONSULTANT FOR DEVELOPING AND IMPLEMENTING CENTRAL BANK OF INDIA'S ESG STRATEGY WITH SPECIAL FOCUS ON CLIMATE AND SUSTAINABILITY**.

The Bidders are required to read carefully and understand all the terms and conditions, specifications, formats, instructions, etc. given in the RFP/ Bid document with full understanding of its implications. Failure to furnish all information required for submission of a bid or bids not substantially responsive in every aspect may result in outright rejection of the bid. The Bidder is required to give confirmation of their acceptance of all the terms and conditions mentioned in the RFP/ Bid document. Failure to do so may result in rejection of Bid submitted by the Bidder.

The Bank is inviting interested parties to participate in an open request for proposal (RFP) Application process.

3. Definitions

Following terms are used in the document interchangeably to mean:

- 3.1. “the Bank”, unless excluded by or repugnant to the context or the meaning thereof, shall mean ‘Central Bank of India’, which has invited bids under this RFP and shall be deemed to include its successors and permitted assigns
- 3.2. “Consultant/ Recipient/ Respondent / Bidder” means the Person(s) / Firm/ Organization/ Vendor submitting RFP response/ Bid offer as per the details mentioned in this document
- 3.3. “Contract” or “Agreement” means the Contract signed by the successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 3.4. “Disclosing parties/ Receiving Parties/ Party/ Parties” means Central Bank of India and Successful Bidder or both as the case may be.

- 3.5. "Proposal / Bid / Tender" means Response to this RFP Document with Technical proposal including any documents submitted by the bidder as per the formats prescribed in the RFP
- 3.6. "Website" means the Bank's official website www.centralbankofindia.co.in

4. RFP Information and Disclaimer

4.1. Information Provided

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 a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers give any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

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.

4.2. Recipients

The RFP document is intended for the information of the party to whom it is issued ("the Recipient" or "the Bidder") and no other person or organization.

4.3. Costs Borne by Bidders

All costs and expenses (whether in terms of time 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 Recipient/ Bidder.

4.4. No Legal Relationship

No binding legal relationship will exist between any of the Recipients/ Bidders and the Bank until execution of a contractual agreement to the full satisfaction of the Bank happens.

4.5. Recipient Obligation to Inform Itself

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

4.6. Evaluation of Offers

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of consultant, not limited to those selection criteria set out in this RFP document. In order to make the process transparent, any changes in the selection criteria will be published on the Banks's website.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

4.7. Requests for Information

Recipients are required to direct all communications for any clarification related to this RFP at dgmspbtc@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. However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Bidder after the RFP closes and all such information and material provided must be taken to form part of that Bidder's response.

Bidders should invariably provide details of their email address(es) as responses to queries will only be provided to the Bidder via email. If the Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then the Bank might exercise the right to communicate such response to all Bidders.

The Bank may in its absolute discretion engage in discussion or negotiation with any Bidder (or simultaneously with more than one Bidder) after the RFP closes to improve or clarify any response.

4.8. Language

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.

4.9. RFP Validity period

RFP responses must remain valid and open for evaluation according to their terms for a period of at least **120 days** from the date of opening of the commercial bids.

4.10. Amendment of RFP document

- 4.10.1. The Bank 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 the Bank to do the aforesaid.
- 4.10.2. At any time before the deadline for submission of Applications/ Offers, the Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder modify this RFP Document and all such modifications shall be binding on the Bidders.
- 4.10.3. All prospective bidders shall be notified about the amendment through a notification on the

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.

4.10.4. The bidders themselves need to take addendums from the website. The Bank has no responsibility/ obligation to send them individually to bidders.

4.10.5. If required in order to allow prospective Bidder reasonable time in which they need to take the amendment into account in preparing their Applications, the Bank at its sole discretion reserves the right to extend the deadline for the submission of Applications and same shall be notified on website. However, no request from the Applicant, shall be binding on the Bank for the same. The Bank's decision in this regard shall be final, conclusive, and binding on all the bidders.

5. Invitation of Tender Bids

5.1. This RFP is an invitation for bidders' responses. No contractual obligation on behalf of the Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of the Bank and the successful bidder. However, until a formal contract is prepared and executed, this offer together with the Bank's written acceptance and notification of award shall constitute a binding contract with the successful bidder.

5.2. 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 every respect will be at the Bidder's risk and shall result in the rejection of its bid. The procedure, terms and conditions for submission of bid are enumerated in this RFP.

5.3. The RFP Document can be downloaded from Website <https://www.centralbankofindia.co.in>.

5.4. The RFP response documents should be submitted on or before the due date of submission of response. Only one submission of response to RFP by each Bidder will be permitted.

5.5. The response should be organized and all the pages of the proposal including annexures and documentary proofs should be numbered and be signed by the authorized signatory. Unsigned responses would be treated as incomplete and are liable to be rejected.

5.6. All offers from 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.

5.7. The Bank reserves the right to accept or reject in part or full any or all the RFP without assigning any reason whatsoever. Any decision of the Bank in this regard shall be final, conclusive and binding on the Applicant.

5.8. The Bank reserves the right to re-issue/ re-commence the entire Application process in case of any anomaly, irregularity, or discrepancy in regard thereof. Any decision of the Bank in this regard would be notified on the Bank's website and it shall be final, conclusive and binding on the Applicants.

5.9. The Bank will not be obliged to meet and have discussions with any Applicant and/ or to entertain any representations in this regard.

6. RFP Document Fee

- 6.1. Cost of RFP document is INR 10,000/- (Rupees Ten 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.
- 6.2. RFP document fee is waived under following considerations:
- In accordance with Government of India guidelines, Micro and Small Enterprises are eligible to get tender documents free of cost and also exempted from payment of earnest money deposit upon submission of copy of valid MSME certificate.
 - Start-ups (which are not MSEs) are exempted only from Bid security amount.
- 6.3. The RTGS/ NEFT details for remittance of cost of RFP document are given below.
Account No: 3025637279
IFSC Code: CBIN0281621
Account Name: Sir SPBT College
- 6.4. Applications without the payment of amount towards the cost of Application Document/ non submission of MSME/ Start-up Certificate shall be rejected. The Cost of RFP/ Application document is non-refundable.
- 6.5. The proof of remittance, viz. copy of the receipt of making successful transaction, is required to be submitted along with the bid documents.

7. Scope of Work

A. Outline Central Bank of India's overarching ESG Strategy

- Formulating the ESG framework for the Bank, including climate-related policy, strategy, risk appetite, objective setting and performance monitoring.
- Define clear internal targets and roadmap for the Bank's emissions (including financed emissions) in line with SBTi guidelines, against a short, medium and long-term timeframe.
- Defining short term, medium term and long-term business portfolio strategy including targeted green businesses (relative investment size, phasing, etc.).
- Build business models and mechanisms of investment in the identified priority sectors and engagement mechanisms, including divestment opportunities, within emission intensive sectors.
- Designing framework for internal risk reports to enable timely and regular updating of the internal risk related to ESG.
- Defining process of integration of ESG including climate risk governance framework, into the Bank's Enterprise Risk Management Framework.
- Define the team, committees and forums to be put in place for ESG including climate risk mitigation.
- Creating mechanism to monitor the progress on relevant goals and targets related to ESG.
- Developing framework for conducting energy audits in order to identify areas in which emissions can be reduced.

B. Baseline emission (Scope 1, 2 and 3) of the Bank

- Develop a Scope 1 and Scope 2 emissions baseline for the Bank as per BRSR framework, incorporating current operations & future plans.
- Define and establish the methodology to estimate Scope 3 financed emissions, defining the key KPIs required, data to be monitored, calculation of emissions attribution factors, etc.
- Develop data governance and reporting framework to collect, monitor, secure and report the financial and emission datasets that will be collected as part of the emission assessment exercise.
- Benchmark the Bank's lending portfolio mix based on high and low emitting sectors taking into account portfolio of other local and global peers.
- Utilize the base year GHG emission data along with the Bank's business strategy and growth scenario data and/or assumptions to model the Bank's baseline emissions (the end-year for the baselining exercise will be chosen in discussion with the Bank) and identify areas in which emissions can be reduced.
- Design and assist the Bank to develop a financing emissions dashboard enabling tracking of key investment emissions related data metrics on a regular basis, in line with the defined data governance and reporting framework.

C. Portfolio Risk Assessment, Management and Mitigation

- Evaluate global practices in climate risk management, perform gap analysis, and guide the Bank in its transition towards sustainability with regard to Governance, Policies, Disclosure, Reporting, Products & Services, Risk, Operations, Lending & Investment Portfolio, Capacity Building & International Coalitions.
- Design and develop a framework for incorporating ESG including climate risk, into the Bank's risk management framework and appetite process for fund and non-fund exposure and any other contingent liability (in-line with RBI, TNFD, TCFD, and other applicable guidelines).
- Review of the Bank's current rating models from an ESG perspective and integrating the ESG Scorecard into the Bank's existing rating framework including changes in existing rating models.
- Define a framework and prepare models for assessing impact of Climate Risk (Physical and Transition risk) on the PD and LGD computations of the Bank's portfolio and incorporating these impacts on the final ECL estimations.
- Identify climate related financial risks (Physical and Transition risks) in the Bank's loans and investment portfolio.
- Define and prepare mechanism for allocation of thresholds based on Climate Risk related financial aspects on the Bank's existing credit and investment portfolios.
- Identify measures to mitigate or refrain from ESG or climate-related risks that are not in accordance with the Bank's risk framework and appetite.
- Standardize due diligence checklists and develop annual customer data collection templates.
- Preparing sectoral heat maps to rank degree of acute and chronic physical risk at an industry-level and rank industries on the basis of physical risk sensitivity and exposure, and to rank degree of transition risk-including policy, technology, reputation, market, and legal risks at an industry level.
- Classification of the Bank's portfolio with industry-level demarcation based on low and high carbon emissions and disclosure of the climate-related physical and transition risks associated with the Bank's portfolio - amount and percentage of assets of the Bank vulnerable to both risks.

- Define and prepare a framework (including templates) for conducting Scenario Analysis and Stress Testing on the Bank's portfolio of both loan and investment based on its exposure to climate-related physical and transition risks and incorporate climate risk factors in the Bank's reporting.
- Preparation of Climate risk related scenarios which are in line with TCFD expectations and NGFS scenarios and incorporating them after conducting trials.
- Create templates to communicate results of scenario analysis and stress testing to the Board and Senior Management/ Regulators/ Other Stakeholders.
- Develop and assist the Bank in implementing defined risk assessment framework and tools to measure the ongoing exposure of operations.

D. Recognizing different channels of climate-risk converting into liquidity and operational risk for the Bank

- Identify branches and offices of the Bank that are at risk due to climatic conditions.
- Calculate vulnerability based on geographical location of the branches and exposure in terms of valuables.
- Analysis on the preparedness of the branches and offices for managing climate changes.
- Scenario analysis of the impact of severity of climate changes on operations of the offices.
- Develop mitigating and adaptive measures for the branches and offices of the Bank.
- Provide risk mitigation plans for the working of the overall banking business in terms of capital requirement and provisioning in case of materialization of any climate related risks.
- Identify the Scope 3 emission from supply chain and provide method and templates to calculate, report, and reduce the same.

E. Developing a targeted Resource Raising strategy incorporating climate finance opportunities

- Conduct detailed assessment of climate finance trends and patterns to draft the Bank's strategic approach to resource mobilization.
- Identification and prioritization of fund-raising instruments (including green and social bonds, co-financing facilities, etc.) for the Bank, and develop a comprehensive roadmap for resource mobilization.
- Based on defined strategic approach, design a targeted roadshow plan aimed at engaging key stakeholders such as climate philanthropies, multilateral development banks, and private sector investment platforms.
- Support on conducting the finalized roadshows, such as creating pitch decks and sample program briefs, and facilitate raising resources from investors.
- Continuous assistance to the Bank to identify and prioritize fund- raising instruments, designing roadshows and raising resources.
- Assist the Bank in onboarding any vendor for implementation of ESG initiatives such as partners/ auditors for tracking deployment of green funds for specific financing of the Bank.

F. Design and launch of innovative Green Lending pilots

- Assess the emerging Green Business market in India to gain an understanding of the potential contribution and constituents of Green Businesses within India's future market landscape.
- Classify and prioritize the identified Green Lending opportunities in terms of their possible time of entry (near-, medium-, and long-term) within the Indian Green Business landscape providing a near-, medium-, and long-term view.

- Assess the impact of prioritized sectors/businesses on the Bank's existing (and planned) investment pipeline creating a "Green Lending/ Financing Emission Scenario" highlighting the impact of lending to green sectors against the Bank's established emissions baseline.
- Design new Green Lending products with climate risk integrated into the credit underwriting for a few pilot areas/ sectors based on the Bank's Strategy and risk appetite.
- Identify institutional partners for co-lending/ platform lending in Green Space like EVs, and facilitate partnerships with them.
- Define criteria and KPIs for target selection for financing within the identified sectors for the short-, medium-, and long-term (defined in line of the baselining scenario).
- For the pilots finalized and financed by the Bank, handhold the Bank team, in roll-out of the pilots.
- For the pilots rolled-out, create a framework to measure and track the impact based on the Bank's risk appetite and strategy, capture key learnings and build an action plan for scale-up.
- Support the Bank in scale-up of successful pilots.

G. Support with defining overall capabilities and setting up ESG Vertical in the Bank

- Define skill sets required in the new ESG Vertical (e.g. financial structuring of projects, climate proposals sourcing, etc.).
- Create the organizational structure required in the ESG vertical to achieve the outlined priorities.
- Identify current skill sets available in the Bank and select best fit employees for the new vertical.
- Identify requirement to hire new employees laterally and facilitate selection and onboarding process.
- Design ESG related capacity building program, including climate risk, for the Bank. This should include curriculum for green literacy, learning journeys, external partnerships, impact assessment, etc.
- Identify key teams and relevant personnel for the capacity building program and deliver the program for identified personnel.
- Support in identifying and initiating platform partnerships and programs for building internal capabilities on Climate Finance.

H. Support the Bank to enhance its positioning and visibility in the ESG and climate space

- Build recommendations, for the Bank to enhance its Seat at the Table in ESG and climate finance space.
- Facilitate workshops and meetings with the prioritized list of Multi-lateral Development Banks, bi-lateral agencies, etc.
- Support the Bank in being knowledge partner for 1-2 national symposiums, bringing in key players within the ecosystem and anchoring the agenda.
- Support Bank's initiatives at international and national climate forums including COP meetings, Climate Week, UNGA, etc., based on the Bank's involvement and participation.
- Facilitate materiality testing aimed at engaging key stakeholders and use the insights gained for formulation of strategy and communication.
- Guiding the Bank to formulate communication strategy for shareholders, customers and employees.
- Assist the Bank in formulating sustainability report by mapping the Bank's key performance indicators (KPIs) with ESG related aspects and disclosures, ensuring adherence to the guidelines by International Sustainability Standards Board (ISSB), Sustainability Accounting Standards Board

(SASB), and in alignment with the Integrated Reporting (IR) framework of the International Integrated Reporting Council (IIRC); report to also include initiatives intended to drive progress on UNSGDS.

- Assist the Bank to create a new section on the Bank's official website for ESG related news/ artwork/ articles, etc.

I. Design and implementation of necessary IT tools for robust monitoring and governance

- Assess the available sources of data and information within the Bank and identify key data gaps that need to be bridged.
- Develop a Digital Platform framework for carrying out periodical Stress testing exercise, as per Regulatory expectations/ Global best practices & standards, suggest online tools and draw a roadmap for integration of the same.
- Suggest online tools for assessment of carbon footprint of the Bank as well of top customers and draw a roadmap for integration of the same.
- Formulate a Monitoring and Evaluation (M&E) log frame to cover all the financial and non-financial initiatives (present and proposed).
- Create a detailed design document for all required IT tools (including a potential dedicated climate data warehouse, periodical stress testing, periodic measurement of physical and transition risks in time, etc.) to disseminate information and facilitate constant monitoring.
- Identify and help the Bank onboard partners for developing required IT tools based on key gaps identified and prioritized.
- Closely monitor onboarded partners and provide program management support for delivering required IT tools (dashboards and digital platform).

J. Change Management and knowledge transfer

- Enable the Bank in the transition effectively to the new/ modified business model.
- Design and implement Bank-wide change management initiatives to drive adoption for the initiatives, as they are implemented and create sustainable behavioral change.
- Prepare robust communication plan to employees and other stakeholders as aligned with the Bank.
- Execute the communication plan to ensure transparent, timely and specific communication to all groups of stakeholders.
- Develop training module, on measurement of Climate Change Risks (Physical and Transition), Stress Testing, Tools/ Templates/ Framework/ Approach, etc. developed in the project.
- Conduct capability Building sessions for the field functionaries to drive on-ground adoption of initiatives, aligned with identified pathways and targets for lending.
- Conduct robust knowledge transfer sessions to ensure long term continuity of the new models
- Build mechanisms to measure the efficiency and effectiveness of the initiatives and the governance mechanisms that will ensure continuous implementation and maintenance of the new model.

8. Contract Period

The Contract period with the Consultant will be initially for 12 months from the effective date of Service Level Agreement with the Bank. The Bank, however, reserves the right to grant extension to the Consultant for a further period of 12 months each, two times (maximum term capped at 3 years), provided services of the Consultant is satisfactory in the Bank's opinion and its sole discretion. A team size of minimum 4

resources including a team lead should be working onsite on all Bank-working-days. The team size could be increased as per exigency or requirement of the Bank. Terms and conditions would be mutually discussed and finalized between the Consultant and the Bank.

9. Deliverables

The deliverables for the above scope will be:

Year 1:

Module	Deliverable
<p>A. Outline Central Bank of India’s overarching ESG Strategy</p>	<ul style="list-style-type: none"> • Formulating the ESG framework for the Bank, including climate-related policy, strategy, risk appetite, objective setting and performance monitoring • Define clear internal targets and roadmap for the Bank’s emissions (including financed emissions) in line with SBTi guidelines, against a short-, medium-, and long-term timeframe. • Defining short term, medium term and long term business portfolio strategy including targeted green businesses (relative investment size, phasing, etc.). • Designing framework for internal risk reports to enable timely and regular updating of the internal risk related to ESG. • Defining process of integration of ESG including climate risk governance framework, into the Bank’s Enterprise Risk Management Framework. • Define the team, committees, and forums to be put in place for ESG including climate risk mitigation. • Creating mechanism to monitor the progress on relevant goals and targets related to ESG. • Developing framework for conducting energy audits in order to identify areas in which emissions can be reduced.
<p>B. Baseline emission (Scope 1, 2 and 3) of the Bank</p>	<ul style="list-style-type: none"> • Develop a Scope 1 and Scope 2 emissions baseline for the Bank as per BRSR framework, incorporating current operations and future plans. • Define and establish the methodology to estimate Scope 3 financed emissions, defining the key KPIs required, data to be monitored, calculation of emissions attribution factors, etc. • Develop data governance and reporting framework to collect, monitor, secure, and report the financial and emission datasets that will be collected as part of the emission assessment exercise. • Benchmark the Bank’s lending portfolio mix based on high and low emitting sectors taking into account portfolio of other local and global peers.
<p>C. Portfolio Risk Assessment, Management and Mitigation</p>	<ul style="list-style-type: none"> • Evaluate global practices in climate risk management, perform gap analysis, and guide the Bank in its transition towards sustainability. • Design and develop a framework for incorporating ESG including climate risk, into the Bank’s risk management framework and appetite process for

	<p>fund and non-fund exposure and any other contingent liability which may arise on account of legal risk.</p> <ul style="list-style-type: none"> • Review of the Bank's current rating models from an ESG perspective and integrating the ESG Scorecard into the Bank's existing rating framework including changes in existing rating models. • Define a framework and prepare models for assessing impact of Climate Risk (Physical and Transition risk) on the PD and LGD computations of the Bank's portfolio and incorporating these impacts on the final ECL estimations. • Identify climate related financial risks (Physical and Transition risks) in the Bank's loans and investment portfolio. • Standardize due diligence checklists and develop annual customer data collection templates. • Classification of the Bank's portfolio with industry-level demarcation based on low and high carbon emissions and disclosure of the climate-related physical and transition risks associated with the Bank's portfolio - amount and percentage of assets of the Bank vulnerable to both risks. • Define and prepare a framework (including templates) for conducting Scenario Analysis and Stress Testing on the Bank's portfolio of both loan and investment based on its exposure to climate-related physical and transition risks and incorporate climate risk factors in the Bank's reporting.
<p><i>D. Recognizing different channels of climate-risk converting into liquidity and operational risk for the Bank</i></p>	<ul style="list-style-type: none"> • Identify branches and offices of the Bank that are at risk due to climatic conditions. • Calculate vulnerability based on geographical location of the branches and exposure in terms of valuables. • Analysis on the preparedness of the branches and offices for managing the climate changes. • Scenario analysis of the impact of the severity of climate changes on operations of the offices.
<p><i>E. Developing a targeted Resource Raising strategy incorporating climate finance opportunities</i></p>	<ul style="list-style-type: none"> • Conduct detailed assessment of climate finance trends and patterns to draft the Bank's strategic approach to resource mobilization. • Identification and prioritization of fund-raising instruments (including green and social bonds, co-financing facilities, etc.) for the Bank, and develop a comprehensive roadmap for resource mobilization. • Based on defined strategic approach, design a targeted roadshow plan aimed at engaging key stakeholders such as climate philanthropies, multilateral development banks, and private sector investment platforms.
<p><i>F. Design and launch of innovative Green Lending pilots</i></p>	<ul style="list-style-type: none"> • Assess the emerging Green Business market in India to gain an understanding of the potential contribution and constituents of Green Businesses within India's future market landscape. • Classify and prioritize the identified Green Lending opportunities in terms of their possible time of entry (near-, medium-, and long-term) within the Indian Green Business landscape providing a near-, medium-, and long-term view. • Assess the impact of prioritized sectors/businesses on the Bank's existing (and planned) investment pipeline creating a "Green Lending/Financing

	<p>Emission Scenario” highlighting the impact of lending to green sectors against the Bank’s established emissions baseline.</p> <ul style="list-style-type: none"> • Design new Green Lending products with climate risk integrated into the credit underwriting for a few pilot areas / sectors based on the Bank Strategy and risk appetite. • Identify institutional partners for co-lending/ platform lending in Green Space like EVs, and facilitate partnerships with them. • Define criteria and KPIs for target selection for financing within the identified sectors for the short-, medium-, and long-term (defined in line of the baselining scenario).
<p><i>G. Support with defining overall capabilities and setting up ESG Vertical in the Bank</i></p>	<ul style="list-style-type: none"> • Define skill sets required in the new ESG Vertical (e.g., financial structuring of projects, climate proposals sourcing, etc.). • Create the organizational structure required in the ESG vertical to achieve the outlined priorities. • Identify current skill sets available in the Bank and select best fit employees for the new vertical. • Identify requirement to hire new employees laterally and facilitate selection and onboarding process.
<p><i>H. Support the Bank to enhance its positioning and visibility in the ESG and climate space</i></p>	<ul style="list-style-type: none"> • Build recommendations, for the Bank to enhance its Seat at the Table in ESG and climate finance space. • Facilitate workshops and meetings with the prioritized list of Multi-lateral Development Banks, bi-lateral agencies, etc. • Guiding the Bank to formulate communication strategy for shareholders, customers, and employees. • Assist the Bank in formulating sustainability report by mapping the Bank’s key performance indicators (KPIs) with ESG related aspects and disclosures, ensuring adherence to the guidelines by International Sustainability Standards Board (ISSB), Sustainability Accounting Standards Board (SASB), and in alignment with the Integrated Reporting (IR) framework of the International Integrated Reporting Council (IIRC); report to also include initiatives intended to drive progress on UNSGDs.
<p><i>I. Design and implementation of necessary IT tools for robust monitoring and governance</i></p>	<ul style="list-style-type: none"> • Assess the available sources of data and information within the Bank and identify key data gaps that need to be bridged. • Develop a Digital Platform framework for carrying out periodical Stress testing exercise, as per Regulatory expectations/ Global best practices & standards, suggest online tools and draw a roadmap for integration of the same. • Suggest online tools for assessment of carbon footprint of the Bank as well of top customers and draw a roadmap for integration of the same. • Formulate a Monitoring and Evaluation (M&E) log frame to cover all the financial and non-financial initiatives (present and proposed). • Create a detailed design document for all required IT tools (including a potential dedicated climate data warehouse, periodical stress testing, periodic measurement of physical and transition risks in time, etc.) to disseminate information and facilitate constant monitoring.
<p><i>J. Change Management</i></p>	<ul style="list-style-type: none"> • Enable the Bank in the transition effectively to the new/modified business model.

and knowledge transfer	<ul style="list-style-type: none"> • Design and implement Bank-wide change management initiatives to drive adoption for the initiatives, as they are implemented and create sustainable behavioral change. • Prepare robust communication plan to employees and other stakeholders as aligned with the Bank.
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Year 2:

Module	Deliverable
A. Outline Central Bank of India's overarching ESG Strategy	<ul style="list-style-type: none"> • Build business models and mechanisms of investment in the identified priority sectors and engagement mechanisms, including disinvestment opportunities, within emission intensive sectors. • Continuous monitoring of the progress on relevant goals and targets related to ESG. • Refine internal targets and roadmap based on stress testing, risk management policies and learnings from pilots.
B. Baseline emission (Scope 1, 2 and 3) of the Bank	<ul style="list-style-type: none"> • Utilize the base year GHG emission data along with the Bank's business strategy and growth scenario data and/or assumptions to model the Bank's baseline emissions (the end-year for the baselining exercise will be chosen in discussion with the Bank) and identify areas in which emissions can be reduced. • Design and assist the Bank to develop a financing emissions dashboard enabling tracking of key investment emissions related data metrics on a regular basis, in line with the defined data governance and reporting framework.
C. Portfolio Risk Assessment, Management and Mitigation	<ul style="list-style-type: none"> • Define and prepare mechanism for allocation of thresholds based on Climate Risk related financial aspects on the Bank's existing credit and investment portfolios. • Identify measures to mitigate or refrain from ESG or climate-related risks that are not in accordance with the Bank's risk framework and appetite. • Preparing sectoral heat maps to rank degree of acute and chronic physical risk at an industry-level and rank industries on the basis of physical risk sensitivity and exposure, and to rank degree of transition risk-including policy, technology, reputation, market, and legal risks at an industry level. • Preparation of Climate risk related scenarios which are in line with TCFD expectations and NGFS scenarios and incorporating them after conducting trials. • Create templates in order to communicate results of scenario analysis and stress testing to the Board and Senior Management/ Regulators/ Other Stakeholders. • Develop and assist the Bank in implementing defined risk assessment framework and tools to measure the ongoing exposure of operations.
D. Recognizing different channels of climate-risk converting into liquidity and operational risk for	<ul style="list-style-type: none"> • Develop mitigating and adaptive measures for the branches and offices of the Bank.

<i>the Bank</i>	<ul style="list-style-type: none"> • Provide risk mitigation plans for the working of the overall banking business in terms of capital requirement and provisioning in case of materialization of any climate related risks. • Identify the Scope 3 emission from supply chain and provide method and templates to calculate, report, and reduce the same.
<i>E. Developing a targeted Resource Raising strategy incorporating climate finance opportunities</i>	<ul style="list-style-type: none"> • Support on conducting the finalized roadshows, such as creating pitch decks and sample program briefs, and facilitate raising resources from investors. • Continuous assistance to the Bank to identify and prioritize fund- raising instruments, designing roadshows and raising resources. • Assist the Bank in onboarding any vendor for implementation of ESG initiatives such as partners/ auditors for tracking deployment of green funds for specific financing of the Bank.
<i>F. Design and launch of innovative Green Lending pilots</i>	<ul style="list-style-type: none"> • For the pilots finalized and financed by the Bank, handhold the Bank team, in roll-out of the pilots. • For the pilots rolled-out, create a framework to measure and track the impact based on Bank's risk appetite and strategy, capture key learnings and build an action plan for scale-up. • Support the Bank in scale-up of successful pilots.
<i>G. Support with defining overall capabilities and setting up ESG Vertical in the Bank</i>	<ul style="list-style-type: none"> • Design ESG related capacity building program, including climate risk, for the Bank. This should include curriculum for green literacy, learning journeys, external partnerships, impact assessment, etc. • Identify key teams and relevant personnel for the capacity building program and deliver the program for identified personnel. • Support in identifying and initiating platform partnerships and programs for building internal capabilities on Climate Finance.
<i>H. Support the Bank to enhance its positioning and visibility in the ESG and climate space</i>	<ul style="list-style-type: none"> • Support the Bank in being knowledge partner for 1-2 national symposiums, bringing in key players within the ecosystem and anchoring the agenda. • Support the Bank's initiatives at international and national climate forums including COP meetings, Climate Week, UNGA, etc., based on the Bank's involvement and participation. • Facilitate materiality testing aimed at engaging key stakeholders and use the insights gained for formulation of strategy and communication. • Assist the Bank to create a new section on the Bank's official website for ESG related news/ artwork/ articles, etc.
<i>I. Design and implementation of necessary IT tools for robust monitoring and governance</i>	<ul style="list-style-type: none"> • Identify and help Bank onboard partners for developing required IT tools based on key gaps identified and prioritized. • Closely monitor onboarded partners and provide program management support for delivering required IT tools (dashboards and digital platform).
<i>J. Change Management and knowledge transfer</i>	<ul style="list-style-type: none"> • Execute the communication plan to ensure transparent, timely and specific communication to all groups of stakeholders. • Develop a training module, on measurement of Climate Change Risks (Physical and Transition), Stress Testing, Tools/ Templates/ Framework/ Approach, etc. developed in the project.

	<ul style="list-style-type: none"> • Conduct capability Building sessions for the field functionaries to drive on-ground adoption of initiatives, aligned with identified pathways and targets for lending. • Conduct robust knowledge transfer sessions to ensure long term continuity of the new models. • Build mechanisms to measure the efficiency and effectiveness of the initiatives and the governance mechanisms that will ensure continuous implementation and maintenance of the new model.
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The Bank reserves the right to modify the deliverable plan for Year 1 and Year 2 with the shortlisted Consultant.

In case the deliverable timelines are not met, then the bidder will have to pay a penalty to the Bank or the payment will be made after deduction @0.1% of total cost outlay inclusive of all taxes, duties, levies, etc. per week or part thereof. If the delay exceeds 4 weeks from deliverable date, the Bank may exercise the right to terminate the entire contract.

The detailed deliverable plan for Year 3 will be discussed and agreed to by the Bank and the Consultant, covering the scope of work and key deliverables as defined in this RFP and based on learnings from pilots, stress testing, and evolving regulatory environment. However, Bidders may indicate the timeline for each of such activities in their technical bid.

10. Eligibility Criteria

10.1. It is mandatory for the potential bidders to ensure that the following minimum eligibility criteria are met in order to participate in the process:

SRN	Criteria	Documents to be submitted
1.	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 or Partnership firm/LLP registered in India under Partnership Act 1932/2008 and should have active existence of more than 5 years in India.	Certified Copy of: <ul style="list-style-type: none"> • Incorporation / Registered Partnership Deed • PAN • TAN • GSTIN • Certificate and any other tax related document if applicable, along with the copies of Memorandum of Association and Articles of Association.
2.	The Bidder should be a Consulting Firm with an annual revenue of at least ₹ 50 crore from consulting business in each of the three previous financial years.	Copy of the audited financials (Balance Sheet and P&L statement) for the three previous financial years should be submitted.

	Consortium bidding is not allowed. Credentials and resources including key personnel of one and the sole bidder will be considered for evaluation.	
3.	The Bidder should have a positive net worth, and should be a profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of last 03 (three) financial years.	Copy of the audited financial statement along with profit and loss statement for corresponding years and/or Certificate of the statutory auditor.
4.	Bidder should have experience of at least one assignment focusing on environment/ green finance products/ ESG framework/ renewable energy for Banks/ Financial Institutions/ NBFCs/ Companies in last three years of the issue of this RFP.	Letter of award or contract or completion certificate or self-certificate from the authorized representative. <i>The self-declaration should bear the contact details of the client (Mobile No. and email ID). The Bank reserves the right to verify this information and the bidder has to facilitate the Bank for the same</i>
5.	The Bidder should not have been censured/ blacklisted/ banned/ barred/ disqualified/ prohibited by any central ministry/ state government or their ministries/ departments, or any regulator or any court of law including NCLT/ NCLAT or any quasi-judicial authority or any other statutory authority.	A Self-Declaration to be furnished by the Bidder on the Company's letter head.
6.	The Bidder should have neither failed to perform on any agreement during the last three years, as evidenced by imposition of a penalty by an arbitral or judicial pronouncement or award against the Bidder or its Affiliates/ Group Companies/ member firms, nor from any project or agreement, or had any agreement terminated for breach by such Bidder or of its Affiliates/ Group Companies/ member firms.	A Self-Declaration to be furnished by the Bidder on the Company's letter head.
7.	The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of the Bank.	A Self-Declaration to be furnished by the Bidder on the Company's letter head.
8.	The Bidder's firm should have at least 10 experienced and qualified manpower and resources, capable of driving management consulting programs. <i>Indicative qualifications</i>	A Self-Declaration to be furnished by the Bidder on the Company's letter head.

<p><i>include Post Graduate Degree or equivalent in Business, Strategy, Management, Finance, Banking, HR, etc. from premier institutes; Chartered Accountants; Chartered Financial Analyst; Certification in Risk, Emissions, SBTi, etc.</i></p>	
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- 10.2. Only those Bidders fulfilling the eligibility criteria should respond to the RFP. The technical bids of only those bidders who qualify in the eligibility criteria will be evaluated. 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.
- 10.3. The companies or firms bidding should not have been blacklisted or debarred by any Government Authority or Public Sector Undertaking (PSU). The bidder shall give an undertaking (on letterhead), as per Annexure VII, that it has not been blacklisted by any Govt. Authority or PSU. In case, in the past, the Company was blacklisted by any Govt. Authority or PSU, it must have been removed from the blacklist as on date of submission of the tender.
- 10.4. The bidder is required to provide documentary evidence fulfilling the eligibility criteria on firm/company's letter head with supporting documents and undertaking letter as per Annexure IV duly signed by the authorized signatory.
- 10.5. 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, audited balance sheet, P&L account statement, purchase order/ work orders, work experience certificate, GST returns, etc. The documents are required to be signed by the authorized signatory of the company with the company's seal/stamp.
- 10.6. 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 V of the RFP along with the bid.
- 10.7. The bidder needs to comply with all the relevant eligibility criteria mentioned above to be evaluated for technical evaluation. Non-compliance would result in outright rejection of the proposal.
- 10.8. The Proposal of only those applicants who satisfy the specified conditions will be considered for evaluation process.
- 10.9. 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:
- 10.9.1. Ascertain information from the banks and other institutions to which the Applicant has rendered its services for execution of similar projects. Such feedbacks from high-ranking officials would also form part of Empanelment and any strong adverse comment/ action about product or

service would make the bidder ineligible for further assessment/ processing.

10.9.2. 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 the 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.

10.10. **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. The pact essentially envisages an agreement between the prospective bidders/vendors and the Bank committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. Any bid not accompanied by the Integrity Pact duly signed by the bidder along with the technical bid, shall be a non-responsive bid and shall be summarily rejected. Integrity Pact 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 Integrity Pact (to be executed on Rs. 500/- Stamped paper) is attached as Annexure XV.

The Bank has appointed Independent External Monitors (hereinafter referred to as IEM), whose name(s) and e-mail IDs are as follows:

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

IEM's task shall be to review, independently and objectively, whether and to what extent the parties comply with the obligations under the pact. IEM shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.

Both parties accept that the IEM has the right to access all the documents relating to the Project/ procurement, including minutes of meetings. However, the Bank at its sole discretion reserves the right to change/ name another IEM, which shall be notified later.

10.11. Commercial bid of only those bidders will be opened who qualify with 60 marks on technical front.

11. Authorization to Bid

11.1. 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.

11.2. All pages of the bid shall be signed by the authorized signatory signing the bid.

11.3. Bid documents shall be signed in full & official seal/stamp affixed.

11.4. All such signatures shall be supported by a rubber stamp impression of the Bidder's firm/ company.

11.5. The proposal must be accompanied by an undertaking letter duly signed by the authorized signatory as per relevant annexures on the letterhead of the bidder firm/ company only. The letter should also

indicate the complete name and designation of the authorized signatory.

- 11.6. The Bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also the source of his ability to bind the bidder.
- 11.7. The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid. The Bank may reject outright any bid not supported by adequate proof of the signatory's authority.

12. Bid/Offer

- 12.1. Hard copies of the bid document in sealed envelope to reach the authorized person at the address as given below, through registered post or courier or messenger within the timelines prescribed by the Bank:
Assistant General Manager – L&D
Sir SPBT College, Sant Gyaneshwar Marg,
JVPD Scheme, Juhu Vile Parle (West),
Mumbai, Maharashtra – 400056
- 12.2. The Bid/ Offer should be complete in all respects and contain all the information asked for in this document.
- 12.3. 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.
- 12.4. The proposal/ bid being submitted would be binding on the Bidder. All pages of the Bid should be signed by the authorized signatory of the bidder. A power of attorney/ authorization letter/ board resolution to that effect shall be submitted by the bidders along with bid.
- 12.5. Bid documents shall be signed in full & official seal/ stamp affixed. All such signatures shall be supported by a rubber stamp impression of the Bidder's firm/ company.
- 12.6. The proposal must be accompanied by an undertaking letter duly signed by the authorized signatory as per the related annexures on the letterhead of the bidder firm/ company only. The letter should also indicate the complete name and designation of the authorized signatory.
- 12.7. RFP documents signed by authorized signatory and submitted by bidder will be scrutinized, and only if it is as per prescribed format and guidelines given in this document will the financial bid be opened and evaluated.
- 12.8. Signed & Sealed copy of all the pages in RFP to be submitted in the bid.
- 12.9. All the annexures should be submitted in letter head of bidder duly signed with seal/ stamp of the firm/ company. 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 submitted separately.
- 12.10. The bidder should ensure that all the annexures are submitted as prescribed by the Bank. In case it is not in the prescribed format, it is liable to be rejected.

- 12.11. The Bank may, at its discretion, extend this deadline for submission of bids by amending the RFP Document.
- 12.12. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 12.13. 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 features of a bidder.
- 12.14. The Bank reserves the right to disqualify the bidder/(s) if the bidder/(s) have earlier failed to complete any project in the Bank in stipulated time.
- 12.15. 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 request of the bidder for clarification shall be entertained.

13. RFP Clarifications

- 13.1.** Queries / clarifications will not be entertained over phone. All queries and clarifications must be sought by writing a mail to dgmspbtc@centralbank.co.in with subject "RFP FOR ENGAGING CONSULTANT FOR DEVELOPING AND IMPLEMENTING CENTRAL BANK OF INDIA'S ESG STRATEGY WITH SPECIAL FOCUS ON CLIMATE AND SUSTAINABILITY" as per the date given in the IMPORTANT DATES & INFORMATION section of this RFP document.
- 13.2.** The Bidder is requested to collate and submit queries together to seek clarifications/ responses from Bank as per Annexure XIII - Bid Query Format. 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) for clarifications and other communications.
- 13.3.** 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)
- 13.4.** Bidders are required to direct all communications related to this RFP to dgmspbtc@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 request for clarification of the bidder shall be entertained.

13.5. No query/ suggestion shall be entertained after the opening of bid. The Bank is not bound to reply to the queries not pertaining to this RFP. Replies shall be at the Bank's discretion. The Bank's replies shall be final and accepted by all bidders.

13.6. The Bank may, in its absolute discretion, seek additional information or material from any Bidder after the RFP closes and all such information and material provided must be taken to form part of that Bidder's response.

14. Disqualification/ Rejection of Bid

The Bid is liable to be disqualified and/or rejected if:

14.1. The document does not bear the full signature of authorized signatory on each page and duly stamped.

14.2. It is not submitted before expiry of the due date and time stipulated for Bid submission.

14.3. 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.

14.4. It is evasive or contains incorrect information.

14.5. Any form of canvassing/ lobbying/ influence/ query regarding short listing, status, etc. will be a disqualification.

14.6. Bidder should comply with all the points mentioned in the scope of work. Noncompliance of any point will lead to rejection of the bid.

14.7. The bid containing price information in any other place than Commercial Bid will lead to rejection.

14.8. Pages/ Envelopes are not in order as directed in this document.

14.9. Related parties should not submit more than one proposal. In case they do so, both/all proposals submitted by related parties are liable to be rejected at any stage at the Bank's discretion. Only one proposal shall be accepted from one bidder.

15. Other Terms and Conditions of RFP

15.1. 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.

15.2. By submitting a proposal, the selected bidder 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 bidder 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.

- 15.3.** 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.
- 15.4.** 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 Bank's 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.
- 15.5.** The Bank will not bear any cost incurred by the bidder for any discussion, presentation, demonstrations, etc. on proposals or proposed contract or for any work performed in connection therewith.
- 15.6.** This tender document may undergo changes by additions or deletions or modifications before the last date and time of submission to the Bank. The Bank also reserves the right to change any term or condition 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.
- 15.7.** 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 are to be submitted as per Bid query format in Annexure XIII. 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.
- 15.8.** 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.
- 15.9.** 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 purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and/or to listen to any representations unless there is a change in the terms and conditions of purchase.

15.10.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 the bidder.

15.11.Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no handwritten 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.

15.12.Price Discussion – Commercial quote must not be disclosed in response to this RFP. Commercial quote shall be submitted only in a separate sealed envelope together with technical response. The sealed envelope for commercial bid shall be opened only in respect of bidders who qualify technical evaluation comprising of documentary submissions and technical presentation. There shall be no negotiation of price with the winning bidder.

15.13.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.

15.14.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.

16. Modifications and Withdrawals of Bids

16.1. No bid can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of bids.

16.2. 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, the defaulting bidder will be suspended from participating in future tenders of the Bank.

16.3. No bidder shall be allowed to withdraw the bid, if bidder happens to be the successful bidder.

17. Evaluation Methodology for Selection

After qualifying the eligibility criteria, the evaluation will be a two-stage process. The stages are:

- Technical Bid Evaluation
- Commercial Bid Evaluation

The evaluation will be techno-commercial and accordingly the Technical evaluation will have 80% weightage and Commercial evaluation shall have 20% weightage. These weightages shall be taken into consideration for arriving at the Successful Bidder. The evaluation methodologies vis-a-vis the weightages are as follows:

The Score will be calculated for all eligible and technically qualified Bidders based on the following formula:

$$S = (T/T \text{ High} \times 80) + (C \text{ Low}/C \times 20)$$

Where:

S = Score of the Bidder

T = Technical score of the Bidder

T High = Highest Technical score among the Bidders

C = Quote as provided by the Bidder (please refer to Annexure)

C Low = Lowest Quote of C among the Bidders

18. Technical Bid Evaluation

Based on the details submitted by the Bidder in the Technical Bid, the Technical Evaluation of the eligible Bidder will be carried out as furnished in the table below. Minimum technical score for qualification for commercial bid opening will be 60 out of 100. The Bank reserves the right to lower the cut-off marks for the eligible bidders and such decision will be intimated to all the eligible bidders through email/ addendum to the RFP.

The technical evaluation will be as follows:

Sr. No.	Scoring Criteria	Max Marks	Scoring Methodology
A	Financial Capacity of the Bidder Average annual turnover of the bidder from consulting work in India	10	Average Turnover >=INR 50 Crores & < INR 100 Crores: 1 mark Average Turnover >=INR 100 Crores & < INR 200 Crores: 2 marks

	during last three financial years (excluding revenues from services related to Tax, Advisory, Legal, Audit, Compliance, Risk Assessment, and IT)		<p>Average Turnover \geq INR 200 Crores & < INR 300 Crores: 4 marks Average Turnover \geq INR 300 Crores & < INR 400 Crores: 6 marks Average Turnover \geq INR 400 Crores & < INR 500 Crores: 8 marks Average Turnover \geq INR 500 Crores: 10 marks</p> <p><i>Bidder should provide copy of the audited financial statement for corresponding years and certificate from a Chartered Accountant.</i></p>
B	Experience of the Bidder	20	
B.1	Experience and demonstrated capability in having executed/ completed banking related consulting projects, with minimum duration of 6 months, with public sector banks/ public sector financial institution/ private sector banks in India in the last 5 years	10	<p>1 to 4 projects in last 5 years: 2 marks 5 to 9 projects in last 5 years: 5 marks 10 or more projects in last 5 years: 10 marks</p> <p><i>Bidder should provide Letter of award or Contract or Completion Certificate or Self-certificate from the authorized representative</i></p>
B.2	<p>Experience and demonstrated capability in ongoing or completed Global projects each of minimum size of ₹2 crore/ ongoing or completed Indian projects each of minimum size of ₹1 crore, in the last 5 years, focusing on environment/ green finance products/ ESG framework/ renewable energy for:</p> <p>a) Banks/ Development Institutions having loan portfolio size of more than ₹1,00,000 crore or b) NBFCs having portfolio size of more than ₹10,000 crore or c) Companies having turnover size more than ₹30,000 crore</p> <p>Latest currency exchange rates will be considered for global project size and global turnover.</p>	10	<p>1 to 4 projects in last 5 years: 2 marks 5 to 9 projects in last 5 years: 5 marks 10 or more projects in last 5 years: 10 marks</p> <p><i>Bidder should provide Letter of award or Contract or Completion Certificate or Self-certificate from the authorized representative.</i></p>
C	Project Leadership	20	
C.1	Project Director: Experience of minimum 15 years in the capacity of Project Head in the field of	10	CV should cover:

	<p>developing and implementing detailed projects for large financial institutions/ large corporates (MNCs/ NSE listed top 100 corporates) in a variety of areas, including green finance products/ ESG frameworks for BFSI/ large corporates. Educational qualification – Graduate/ Post graduate degree in finance or management or economics or environment or related field.</p>		<ul style="list-style-type: none"> • Educational Background and overall experience including relevant experience as indicated in evaluation parameter. • Experience of relevant engagements in detail. <p>Scoring shall be done through qualitative Assessment of CV and credentials submitted.</p>
C.2	<p>Domain Expert: Minimum experience of 15 years in field of sustainability, climate change, energy transition, decarbonization, renewables (solar, wind, hydrogen, hydro, geothermal), sustainable financing, carbon offsets, carbon modelling, ESG.</p> <p>Preference would be given for:</p> <ul style="list-style-type: none"> • Experience or consulting in the above area with DFIs or international agencies such as World Bank, ADB, OECD, IFC, etc. or other relevant agencies such as Green Funds, Sustainability Think-Tanks, large corporates, etc. • Experience in working on development/ implementation/ roll out/ adoption of international standard and framework or guidelines like GHG protocol, SBTi, GRI, TCFD, CNFD, etc. <p>Minimum Global experience of at least 1 year</p> <p>Educational qualification – Relevant certifications and/ or trainings on topics related to the scope e.g. Science-based Target Setting (SBTi), Greenhouse Gas Emissions Accounting, Value Chain Emissions Accounting, etc.</p>	10	<p>CV should cover:</p> <ul style="list-style-type: none"> • Educational Background and overall experience including relevant experience as indicated in evaluation parameter. • Experience of relevant engagements in detail. <p>Scoring shall be done through qualitative Assessment of CV and credentials submitted.</p>
D	<p>Approach and Methodology</p> <ul style="list-style-type: none"> • Understanding of the scope of the assignment 	40	<p>Scoring shall be done by the Evaluation Committee based on the RFP submission and interaction during the presentation to the Evaluation Committee.</p>

	<ul style="list-style-type: none"> • Completeness & robustness of approach and methodology demonstrated in the response to the RFP. • Demonstration of specific ideas and actions which can be implemented specifically based on understanding of starting position and operating context for the Bank. • Outline of Activities/ tasks/ initiatives/ project planning with milestones and time frame for completion of different activities. 		
E.	<p>Change Management and Knowledge Transfer</p> <ul style="list-style-type: none"> • Experience of program implementation and change management, enablement and approach adopted for the program. • Plan for transfer of skills and building capabilities at the Bank for scale up and sustainability. • Quality of the proposed plan for enablement and engagement of Bank's team to move initiatives forward and for institutionalizing the processes in the Bank. 	10	Scoring shall be done by the Evaluation Committee based on the RFP submission and interaction during the presentation to the Evaluation Committee.

18.1. 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 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 given in the RFP, the bidder has to substantiate in detail the reason for their quoting differently from what is sought for, like different qualification or experience for the project director or domain expert than what is mentioned above.

18.2. 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.

18.3. The Bank may, at its discretion, waive any minor infirmity, 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.

- 18.4.** A material deviation, reservation or omission which should not be waived are those that:
- affect, in any substantial way, the scope, quality or performance of the services specified in the contract;
 - limits, in any substantial way, inconsistent with the tendering documents, the Procuring Entity's rights or the bidder's obligations under the contract; or
 - if rectified, would unfairly affect the competitive position of other bidders quoting substantially responsive bids.
- 18.5.** All bidders satisfying eligibility criteria will be required to give a presentation of their offered services clearly demonstrating implementation. Failure of a bidder to complete the 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 a mere presentation should not be considered as being qualified/shortlisted for further process. In this regard, the Bank's decision will be final and binding on all bidders.
- 18.6.** Presentation should be made by the employee or the authorized person from the respective bidder as on the date of presentation and hiring of an 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.

19. Commercial Bid

The commercial bid should include the cost of all the items offered. The suggested directives for Commercial bid are as follows:

- 19.1.** The Commercial bid should be submitted as per Annexure XIV in a separate sealed envelope. This must contain all prices. No addition or deletion to the Annexure is allowed. Any deviation may lead to disqualification of the bid.
- 19.2.** No other payment than that is mentioned in the bid will be made by the Bank to the successful bidder.
- 19.3.** The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.
- 19.4.** The financial quote should be in Indian Rupees, and it should include all expenses proposed. GST rates shall be as applicable from time to time and shall be exclusive to rates mentioned.
- 19.5.** The Bank is not responsible for the arithmetical accuracy of the bid. The bidder will have to ensure all calculations are accurate.

- 19.6.** The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the bidder for changes in the commercial offer for any such assumption.
- 19.7.** Commercial Bid must be signed by the authorized signatory of the bidder.
- 19.8.** Commercial bid of only those bidders who qualify the technical evaluation as mentioned in this RFP document will be opened.

20. Period of Bid Validity

- 20.1.** Bid shall remain valid for a period of 120 days from the date of opening of commercial bid. Bid valid for shorter period is liable to be rejected by the Bank as non-responsive.
- 20.2.** 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.
- 20.3.** The Bank reserves the right to call for fresh Bids at any time during the Bid validity period if considered necessary.

21. Service Level Agreement

The Bank will be signing a Service Level Agreement (SLA) contract with the successful/ selected bidder.

22. Payment Terms

The Bank will make quarterly payments on successful completion of quarterly deliverables as agreed with the successful bidder as per the SLA/ Contract.

23. Applicability of Bid Security/ Earnest Money Deposit (EMD)

As per OM No. F.9/4/2020-PPD dated 12/11/2020, Government of India, Ministry of Finance Department of Expenditure Procurement Policy Division:

- 23.1.** In case of bidders registered with NSIC/ Udyam Memorandum as MSME or a Start-up Company, they are eligible for waiver of EMD. However, MSME bidders need to provide valid NSIC/ Udyam Memorandum Certificate clearly mentioning that they are registered with NSIC under single point registration scheme or Udyam Memorandum. Start-up bidders are required to submit Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Government of India. In addition, MSME bidders have to submit Annexure IX duly signed by Chartered Accountant before last date and time of submission of bid.

23.2. For other bidders, EMD of ₹ 10 Lakh (Rupees ten lakh) only by DD favoring Central Bank of India, payable at Mumbai valid for three months from the date of this RFP should be submitted along with the Technical Bid. This amount will be forfeited if the bidder withdraws his bid during the period of validity or refuses to accept purchase order or having accepted the purchase order fails to carry out the obligations mentioned therein. Bid Security may also be submitted in the form of Banker's Cheque/ Bank Guarantee/ Fixed Deposit Receipt. No interest will be payable on Bid Security. In the event of non-submission of Bid Security/ EMD, the offer will be rejected.

24. Performance Bank Guarantee

24.1. Successful bidder also has to furnish a Performance Bank Guarantee of 3% of the total contract value, issued by any reputed Scheduled Commercial Bank in India (other than Central Bank of India) in favor of Central Bank of India.

24.2. Within 30 (thirty) days from the date of issue of Letter of Intent or Purchase Order, the successful bidder shall furnish the Performance Bank Guarantee in prescribed format (Refer Annexure XVIII) by way of Guarantee for the due and faithful performance of the Agreement and for the due and faithful performance of the Letter of Intent along with the other terms and conditions agreed to.

24.3. The Guarantee shall be valid for the entire period of contract and 12 months thereafter. In case of extension of contract, the successful bidder has to extend the Bank guarantee for the extended period as well, that is, for 12 more months from date of expiry of each extended period as per stipulation in the Service Level Agreement.

25. Price Bids

25.1. The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR will not be considered.

25.2. The prices and other terms offered by bidders must be firm for an acceptance period of 120 days from the date of opening of the commercial bid.

25.3. Prices quoted by the Bidder should be inclusive of all taxes, duties, levies, etc. except GST. GST will be paid at actuals. The Bidder is expected to provide the GST amount and GST percentage in the commercial bid. There will be no price escalation during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

25.4. In case of any variation (upward or downward) in Government levies/ taxes/ cess/ duties, etc. which has been included as part of the price will be borne by the Bidder. Variation would also include the introduction of any new tax/ cess/ duty, provided that the benefit or burden of other taxes quoted

separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidder's proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices to have been quoted in conformity with the prevalent guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/ cess/ duty, if applicable, and/or other applicable levies

- 25.5.** If any Tax authorities of any state, including, Local authorities like Corporation, Municipality, etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess/ charge GST and if the Bank has to pay the same for any of the items or supplies made here under by the Bidder, for any reason including the delay or failure or inability of the Bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.
- 25.6.** Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstance. Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder. Bidder should ensure that the project should not suffer for any reason.
- 25.7.** Normalization of bids: The Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically short-listed bidders to resubmit the technical and commercial bid once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission or till the Bank is satisfied. The bidder agrees that they have no reservation or objection to the normalization process and all the technically short-listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

26. Other RFP Terms

- 26.1.** Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any service 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.

- 26.2.** By submitting a proposal, the bidder agrees to contract with the Bank within 3 months from the date of issuance of Purchase Order for any work awarded to the bidder. Failure on the part of the awarded bidder 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.
- 26.3.** The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidder. 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 and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.
- 26.4.** The bidder 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 Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Bidder's inability to meet the established delivery dates or any other reasons attributing to the bidder then, that bidder 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.
- 26.5.** The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil 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 Bank's requirement. The bidder also acknowledges that the Bank relies on this statement of fact, and therefore is 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 fulfil all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.
- 26.6.** The Bidder shall represent that the solution provided and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Bidder further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the solution and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Bidder represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations, permissions, and approvals, which are statutorily required to be obtained by the bidder for performance of the obligations of the bidder. The bidder further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the bidder.
- 26.7.** 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 in writing to the bidder. 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 conforming to the terms and conditions, payments schedules, expected service levels, etc. as mentioned in this tender document.

26.8. The Bank and the bidder covenants and represents to the other Party the following:

-It is duly incorporated, validly existing and in good standing as per the laws of the state in which such Party is incorporated.

-It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

26.9. The execution, delivery and performance under an Agreement by such Party:

-Will not violate or contravene any provision of its documents of incorporation;

-Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;

-Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;

-To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in RFP, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

26.10. The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.

26.11. The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidder.

26.12. 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.

26.13.The Bank will not bear any costs incurred by the bidder for purchasing extra piece of software/ additional components, if the requirements are not met with the standard software. Total cost of implementation, procurement and maintenance has to be borne by the bidder.

26.14.No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid, or any other 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 purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and/or to listen to any representation unless there is change in the terms and conditions of purchase.

26.15.Right to Alter: The Bank reserves the right to alter the requirements specified in the RFP. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities.

26.16.Bidder may respond to the RFP:

- either as a single entity, (as Consultant) to design the solution and (as Developer) to implement it and to provide technical support/ AMC or
- May choose to enter into consortium with any technical solution partner for either implementing the solution or providing the technical support or AMC during entire project period.
- In both cases the agreement so entered will be binding on all entities of the contract and the bidder shall continue to be responsible for overall implementation and smooth run of the project.
- In case of the consultant of the project is no longer available, the technical partner shall provide customized solutions to the project as per the requirement of the Bank.

26.17.Details of Sub-contracts, as applicable – If required by the Bank, the Bidder should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the bidder, the bidder shall be solely responsible for performance of all obligations under the tender document irrespective of the failure or inability of the subcontractor chosen by the bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.

26.18.Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent,

trademarks, copyrights, etc. or such other statutory infringements under any law including the Copyright Act, 1987 in respect of solution implemented by them in the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim. However, (i) the Bidder has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where the Bank is required by any authority/ regulator to make a comment/ statement/ representation, provided the Bidder does not make a statement or undertakes any liability adversely affecting the right of the Bank or creating any liability on the Bank.

26.19. The Bidder shall perform its obligations under this RFP as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services with prior permission from the Bank. Neither this RFP nor the Bidder's performance of obligations under this RFP shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.

26.20. The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and/or sub-contractors 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.

26.21. The price payable to the Bidder shall be inclusive of carrying out any modifications changes/ upgrades to the application and other software or equipment 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.

27. Sustainable Sourcing

The bidder shall adhere to sustainable sourcing practices including but not limited to the use of environmentally friendly materials, ethical labor practices, and compliance with relevant local and international regulations. The bidder shall provide documentation or certifications demonstrating their commitment to sustainable sourcing upon request. Failure to comply with these requirements may result in contract termination.

28. General Terms and Conditions

28.1. Governing Laws

This RFP as well as the subsequent contract shall be governed and construed and enforced in

accordance with the laws of India applicable to the contracts made and to be performed therein, and both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this RFP, only the courts in Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

28.2. Confidentiality & Non-Disclosure

The Parties acknowledge that in the course of performing the obligations under this RFP and subsequent Agreement, each party shall be exposed to or acquire information of the other party, which such party shall treat as confidential. Neither party shall disclose the Confidential Information to a third party.

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

- Relates to the Disclosing Party; and/or
- Is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential, or
- Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives, or consultants.
- Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that maybe shared by the Bank with the bidder.

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

Information disclosed pursuant to this clause will be subject to confidentiality for the term of five years from the effective date of SLA. However, where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers' or the Bank employees' personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

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

The Parties will, at all times, maintain confidentiality regarding the contents of this RFP and

subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.

The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this RFP, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agrees to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

If the bidder hires another person to assist it in the performance of its obligations under this RFP, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this RFP and subsequent Agreement to another person, it shall cause its assignee or delegatee to be bound to retain the confidentiality of the Confidential Information in the same manner as the bidder is bound to maintain the RFP confidentiality. Any breach of this clause by such assignee or delegatee will be treated as breach by the bidder and Bank will be free to seek remedies against bidder as well.

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

- Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of this contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this RFP; or
- Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

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

- Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure,
- Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party,

- Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, and contractors who are directly involved in the consideration/ evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document,
- Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
- The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party
 - a) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control,
 - b) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party,
 - c) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control,
 - d) To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/ her knowledge, information and belief, having made all proper enquiries, the requirements of this paragraph have been fully complied with,
 - e) The rights in and to the data/ information residing at the Bank's premises, including at the DRC even in the event of disputes shall at all times solely vest with the Bank.

This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:

- a) was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;
- b) is known to the receiving party at the time of receiving such information as evidenced by documentation then rightfully in the possession of the receiving party;
- c) is furnished by others to the receiving party without restriction of disclosure;
- d) is thereafter rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;
- e) has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure;

- f) was independently developed by the receiving party without the help of Confidential Information.

On termination of the RFP and subsequent Agreement, each party must immediately return to the other party or delete or destroy all Confidential Information of the other party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control, save for that training materials and Documentation that has been provided to the Bank which is contemplated for continued realization of the benefit of the Services. Notwithstanding the foregoing, Bidder may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purposes. Where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers' or the Bank employees' personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

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

Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as 'Material Breach' for the purpose of the contract.

Bidder will respect the confidentiality of all information given to it by the Bank and will not divulge such information to any third party or other units without the consent of the Bank. The confidentiality obligations shall survive the expiry or termination of the RFP between the bidder and the Bank.

28.3. Information Ownership

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

28.4. Sensitive Information

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.

Types of sensitive information that will be found on Bank's systems the bidder may support or have access to include but are not limited to Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

28.5. Privacy and Security Safeguards

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

28.6. Dispute Resolution

The Bank and the bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers/ directors of the Bank and the bidder, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank project manager/ director and bidder project manager/ director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the bidder and Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the bidder and Bank, the Bank and the bidder have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. The venue of the arbitration shall be in Mumbai and any award whether interim or final, shall be made and shall be deemed for all purposes between the Parties to be made in Mumbai, Maharashtra State, India. The Arbitration and Conciliation Act, 1996 or any statutory modification thereof shall apply to the arbitration proceedings.

Subject to the aforesaid, for all matters for which the courts of law would have jurisdiction, including without limitation for an application for the appointment of an arbitrator under the provisions of section 11 of the Arbitration and Conciliation Act, 1996, the courts of law at Mumbai, Maharashtra State, India entering into the agreement, shall have exclusive jurisdiction. Arbitration will be carried out at the Bank's office that placed the order.

The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by the courts of law at Mumbai.

In the event of any dispute and or the commencement of arbitration proceedings the successful Bidder shall continue to provide the Deliverables and the Services in accordance with this RFP and subsequent Agreement and shall maintain the agreed Service levels.

28.7. Force Majeure

The bidder shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the bidder shall continue to perform bidder's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. It is clarified that financial constraints will not be treated as force majeure event.

If the duration of delay continues beyond a period of three months, the Bank and bidder shall hold consultations in an endeavor to find a solution to the problem.

28.8. Termination

The Bank shall have the option to terminate/ cancel this RFP at any stage without any prior notice. In following events the Bank shall terminate this assignment or cancel any particular order if Bidder:

- breaches any of its obligations set forth in this assignment or any subsequent agreement and such breach is not cured within thirty (30) Working Days after the Bank gives written notice; or

- failure by Bidder to provide the Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank, or
- The progress regarding execution of the contract/ services rendered by the Service Provider/ Successful Bidder/ Vendor is not as per the prescribed timeline, and found to be unsatisfactory,
- Supply of substandard materials/ services,
- Delay in delivery/ installation/ commissioning of services,
- If deductions of penalty exceeds 5% of the total contract price.

This RFP or subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

- The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days, or
- The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or the other Party becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances the Bank reserves the right to terminate this assignment or any subsequent agreement and/or any particular order, in whole or in part by giving bidder at least 30 days prior notice in writing.

The Parties agree and undertake that an exit at any point in time resulting due to expiry or termination of this Tender and subsequent Agreement for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period of three (3) months. During this period, the bidder shall continue to provide the Deliverables and the Services in accordance with this Tender and subsequent Agreement and shall maintain the agreed Service levels.

Immediately upon the date of expiration or termination of the Agreement, the Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of subsequent Agreement, the Bank shall pay to Bidder, within thirty (30) days of such termination or expiry, of the following:

- All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this Tender and subsequent Agreement,

- The rights granted to Bidder shall immediately terminate.
- Upon the Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Bidder, being used by Bidder to provide the Services and (ii) the assignable agreements, Bidder shall, use its reasonable commercial endeavors to transfer or assign such agreements and Bidder Equipment to the Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- Upon the Bank's request in writing, Bidder shall be under an obligation to transfer to the Bank or its designee(s) the Deliverables being used by Bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

In the event the Bank terminates the Contract in whole or in part, the Bank may, among other applicable remedies, procure Goods, Works or Services similar to those undelivered upon such terms and in such manner as it deems appropriate, and hold the Bidder liable to the Bank for any excess costs for such similar Goods, Works or Services. However, the bidder shall continue performance of the Contract to the extent not terminated.

The Bank will provide the selected Bidder a remedy period of 30 days to rectify a default or given situation. The Bank will provide in writing the nature of the default to the selected Bidder through a letter or mail correspondence. The 30-day time period will commence from the day the Bank has sent such correspondence to the selected Bidder.

In case of order cancellation, any payments made by the Bank to the Bidder for unacceptable deliverables would necessarily have to be returned to the Bank with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the contract.

As part of Reverse Transition Services, Bank shall have the right, and Bidder shall not object to or interfere with such right, to contract directly with any of Bidder's subcontractors.

28.9. Contract Review

The Bank desires to appoint the successful Bidder for a total period of one year, considering the effort and investments required in the arrangement. However, understanding the complexities of the entire arrangement and to safeguard the interests of all the entities involved in the arrangement, the Bank would like to have options to revisit the arrangements and terms of contract as well as to re-price the same after the contract term on mutually agreed terms if necessary. Solely at the discretion of the Bank, contract may be renewed for another two terms of one year each between the parties subject to their mutual agreement on the period of renewal.

The Bank expects the benefits from any un-anticipated decrease in technology infrastructure costs, over the term of the contract due to reduction of prices, efficient use of IT infrastructure/reduction of statutory charges, etc. and operations management methods that yield more efficient operations, to be passed on through re-negotiation. No conflict between the successful bidder and the Bank will cause cessation of services. Only by mutual consent the services can be

withdrawn. This would include a well defined reverse transition mechanism, which would normally require 3 to 6 months and will contain:

- Procedures for transition and migrating to the new service provider/ Successful Bidder/ Vendor
- Time frame for parallel run
- Skill transfer mechanism and in specific cases the human resources requirement.

28.10. Subcontracting

The bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under this assignment without the prior written consent of the Bank.

28.11. Indemnity

The bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- Bank's authorized/ bona fide use of the Deliverables and/or the Services provided by Bidder under this RFP; and/or
- An act or omission of the Bidder and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or
- Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
- Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors
- Material breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP; and/or
- Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- Breach of confidentiality obligations of the Bidder contained in this RFP; and/or
- Negligence or gross misconduct attributable to the Bidder or its employees

The bidder shall at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received,

- Notifies the bidder in writing as soon as practicable when the Bank becomes aware of the claim; and

- Co-operates with the bidder in the defense and settlement of the claims

However, (i) the Bidder has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where the Bank is required by any authority/ regulator to make a comment/ statement/ representation, provided the Bidder does not make a statement or undertakes any liability adversely affecting the right of the Bank or creating any liability on the Bank .

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Bidder, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software/ equipment with software/ equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software/ equipment, as required by the Bank as per the terms and conditions of this Tender and subsequent Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software/ equipment and bear the incremental costs of procuring a functionally equivalent software/ equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Bidder to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

The Bidder shall not be liable for defects or non-conformance resulting from:

- Software, hardware, interfacing, or supplies for the solution not approved by Bidder; or
- Any change, not made by or on behalf of the Bidder, to some or all of the software/ deliverables supplied by the Bidder or modification thereof, provided the infringement is solely on account of that change.

Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Bidder.

In the event of successful Bidder does not fulfill its obligations under this clause within the period specified in the notice issued by the CBI, the Bank has the right to recover the amounts due to it under this provision from any amount payable to the Bidder under this project.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this agreement.

28.12. Compliance with Laws

Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future,

pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender.

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

The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

28.13. Limitation of Liability

- 28.13.1.** Service Provider/ Successful Bidder/ Vendor's aggregate liability in connection with obligations undertaken as a part of the Agreement regardless of the form or nature of the action giving rise to such liability (whether in contract, to or otherwise), shall be at actuals and/or Total Contract Value whichever is higher.
- 28.13.2.** Service Provider/ Successful Bidder/ Vendor's liability in case of loss suffered by the Bank on account of claims against the Bank resulting from wilful misconduct or Gross Negligence arising due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
- 28.13.3.** "Wilful Misconduct" means any act or omission of a party which is wilfully intended to harm the interests of the other party, provided however, that wilful misconduct does not include ordinary negligence, an error of judgment, or mistake of a person.
- 28.13.4.** "Gross Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.
- 28.13.5.** The Bank shall not be held liable for and is absolved of any responsibility or claim/ litigation arising out of the use of any third-party software or modules supplied by Service Provider/ Successful Bidder/ Vendor as part of procurement under the assignment.
- 28.13.6.** Under no circumstances shall either party be liable to the other for any loss of business, goodwill or profits even if such party has been advised of such damages.

28.14. Visitorial Rights

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other

regulator shall have the right to visit any of the bidder's premises without prior notice to ensure that data provided by the Bank is not misused. The bidder shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank/ RBI/ any other regulator failing which the bidder will be liable to pay any charges/ penalty levied by RBI/ any other regulator.

28.15. Inspection of Records

All bidder records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. The Bank's auditors, internal or external, would execute confidentiality agreement with the bidder provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The scope of such an audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection which will be subject to the requirements of statutory and regulatory authorities. The Bank/ Bank's appointed External auditors/ Regulators have the right to audit and right to examine the facilities, activities and assets (hardware and software).

It will be the responsibility of the bidder to attend/ comply/ respond to any issues/ queries raised by any internal/ external auditor during any type of audit during the project implementation period without any additional cost.

28.16. Assignment

The bidder agrees that the bidder shall not be entitled to assign any or all of its rights and/or obligations under this Tender and subsequent Agreement to any entity including bidder's affiliate without the prior written consent of the Bank.

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.

28.17. Publicity

Any publicity relating to the work to be carried out in the Bank is strictly prohibited. No information of any nature related to this project shall be disclosed to any third party unless necessary prior permission was granted by the Bank. All the Bidders must give a declaration in this regard duly signed by the authorized signatory.

28.18. Solicitation of Employees

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by- case basis. The parties agree that for the period of the contract and one year thereafter, neither party will

cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party.

The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

28.19. Notices and other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by registered speed post with acknowledgement due or courier or email duly transmitted, facsimile/ fax transmission (with hard copy to follow for fax), addressed to the other party at the addresses, email and fax number given in the contract. Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered 'on the date of acknowledgment signed on the AD card' and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/ email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

28.20. Waiver

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

28.21. Severability

If any term or provision or clause of the Agreement (to be executed under this RFP) is declared invalid, illegal or unenforceable, the remainder of the Agreement shall be unimpaired and the invalid, illegal or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision and that term or provision shall be enforced to the fullest extent permitted by law. The declaration of any term or

provision being invalid, illegal or unenforceable shall not affect the other terms and provisions and the parties shall be liable to perform its duties as per the terms and provision of the agreement which are not declared as invalid, illegal or unenforceable.

28.22. Bidder's Design Liability

The bidder shall carry out all and any works and services to give sufficient details for the construction or installation of the Works so as to ensure that the materials/ equipment selected by the bidder is in compliance with the Contract requirements, particularly those in the Project Overview and Technical Summary and on the Drawings, and the Works are workable as a whole in compliance with the performance requirements of all testing and commissioning and integrated system tests as stipulated in the Contract.

28.23. No implied deviation

The Bank expects the bidder to adhere to the terms of this RFP document, unless agreed to specifically by the Bank in writing for any changes to the tender document issued; the bidder responses would not be incorporated automatically in the tender document.

All responses including commercial and technical bids would be deemed to be irrevocable offers/ proposals from the bidders and may be accepted by the Bank to form part of final contract between the Bank and the selected bidder. Bidders are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.

28.24. Central Bank of India reserves the right to:

- a) Reject any or all responses received in response to this RFP
- b) Waive or change any formalities, irregularities or inconsistencies in proposal format delivery
- c) Extend the time for submission of all proposals
- d) Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
- e) Select the next successful Bidder if the Bidder of choice fails to sign the agreement within the specified timeframe.
- f) Share the information/ clarifications provided in response to RFP query by any bidder, with any other bidder(s)/ others in any form.
- g) Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
- h) Change the time schedule of the RFP for inviting the bids or evaluation thereof
- i) Modify the metric or any specification related to eligibility or technicalities.
- j) No obligation to accept the lowest or any other offer received in response to the RFP and shall be entitled to reject any or all of the offers. The Bank has full rights to reissue the tender/ bid for any reasons felt necessary by the Bank. The Bank's decision in this regard shall be final, conclusive and binding upon the bidder.

29. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arise 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, contractors, representatives, agents, or advisers.

Annexure I

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

To
The General Manager – L&D
Central Bank of India,
Sir SPBT College
JVPD Scheme, Juhu Vile Parle (West),
Mumbai - 400056

Dear Sir,

Sub: Request for Proposal (RFP) for engaging consultant for developing & implementing Central Bank of India's ESG strategy with special focus on climate & sustainability

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 solution 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 120 days from the date of opening of commercial bid.

We hereby undertake that supporting software supplied, if required will be licensed, legally obtained and with latest version.

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 form. 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.

Annexure II

**Bid Form
(Letter to the Bank on the bidder's letterhead)**

Place:

Date:

To
The General Manager – L&D
Central Bank of India,
Sir SPBT College
JVPD Scheme, Juhu Vile Parle (West),
Mumbai - 400056

Dear Sir,

Sub: Request for Proposal (RFP) for engaging consultant for developing & implementing Central Bank of India's ESG strategy with special focus on climate & sustainability

Having examined the Request for Proposal (RFP) Ref No. CO/HCM/L&D/2024-25/01 the receipt of which is hereby duly acknowledged, we, the undersigned, offer our bid for 'engaging consultant for developing & implementing Central Bank of India's ESG strategy with special focus on climate & sustainability' in conformity with the said RFP for the sum mentioned in the Price Bid or such other sums as may be ascertained in accordance with the Schedule of Prices attached and made part of this Bid.

We undertake, if our Bid is accepted, to provide the services in accordance with the Delivery Schedule/ implementation schedule specified. We agree to abide by this bid for a period of 120 days from the date of opening of commercial bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We further confirm that, in case we offer system and/or other software manufactured by another company, such software operates effectively on the system offered by us and we are willing to accept responsibility for its successful operations. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your Notification of Award, shall constitute a binding Contract between us.

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

Commissions or gratuities, if any paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name & address of agent:

Amount & currency:

Purpose of commission or gratuity:

*(If none, state none)

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

Dated this _____ Day of _____ 2024

(Signature) (In the capacity of)

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

Annexure III

**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 in India/ 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) Head 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)	EBITDA (Rs. In lacs)
	2022-23		
	2021-22		
	2020-21		
	(Only stand-alone firm/ company figure be mentioned. Not to include group/ subsidiary Company figures)	(Mention the amount in INR only)	

N.B. Enclose copies of Audited Balance Sheets and P&L along with their 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 IV

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

SRN	Criteria	Detail of Proof to be Attached	Compliance (Yes/No)
1.	Bidder should be a limited company (Public/ Private) registered in India under the Companies Act, 1956/2013 or Partnership firm/ LLP registered in India under Partnership Act, 1932/2008 and should have active existence of more than 5 years in India.	Certified Copy of: <ul style="list-style-type: none"> • Incorporation/ Registered Partnership Deed • PAN • TAN • GSTIN • Certificate and any other tax related document if applicable, along with the copies of Memorandum of Association and Articles of Association 	
2.	<p>The Bidder should be a Consulting Firm with an annual revenue of at least ₹ 50 crore from consulting business in each of the three previous financial years.</p> <p>(Consortium bidding is not allowed. Credentials and resources including key personnel of one and the sole bidder will be considered for evaluation.)</p>	Copy of the audited financials (Balance Sheet and P&L statement) for the three previous financial years should be submitted.	
3.	The Bidder should have a positive net worth, and should be a profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of last 03 (three) financial years.	Copy of the audited financial statements along with profit and loss statement for corresponding years and/or Certificate of the statutory auditor.	
4.	Bidder should have experience of at least one assignment focusing on environment/ green finance products/ ESG framework/ renewable energy for Banks/ Financial Institutions/ NBFCs/ Companies in last three years of the issue of this RFP.	<p>Letter of award or contract or completion certificate or self-certificate from the authorized representative.</p> <p><i>The self-declaration should bear the contact details of the client (Mobile No. and email</i></p>	

		<i>ID). Central Bank of India reserves the right to verify these details and the bidder has to facilitate the Bank for the same</i>	
5.	The Bidder should not have been censured/ blacklisted/ banned/ barred/ disqualified/ prohibited by any central ministry/ state government or their ministries/ departments, or any regulator or any court of law including NCLT/ NCLAT or any quasi-judicial authority or any other statutory authority.	A Self-Declaration to be furnished by the Bidder on the Company's letter head.	
6.	The Bidder should have neither failed to perform on any agreement during the last three years, as evidenced by imposition of a penalty by an arbitral or judicial pronouncement or award against the Bidder or its Affiliates/ Group Companies/ member firms, nor from any project or agreement or had any agreement terminated for breach by such Bidder or of its Affiliates/ Group Companies/ member firms.	A Self-Declaration to be furnished by the Bidder on the Company's letter head.	
7.	The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of the Bank.	A Self-Declaration to be furnished by the Bidder on the Company's letter head.	
8.	The Bidder's firm should have at least 10 experienced and qualified manpower and resources, capable of driving management consulting programs. <i>Indicative qualifications include Post Graduate Degree or equivalent in Business, Strategy, Management, Finance, Banking, HR, etc. from premier institutes; Chartered Accountants; Chartered Financial Analyst; Certification in Risk, Emissions, SBTi, etc.</i>	A Self-Declaration to be furnished by the Bidder on the Company's letterhead, along with CVs of the personnel.	

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed in full by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted. False compliances with respect to any of the minimum eligibility criteria would disqualify the bidder from the RFP process. If a

bidder is finally selected and at any stage during the term of the contract, if Bank finds the false certification for meeting the minimum eligibility criteria, or the bidder is not eligible as per the minimum eligibility evaluation criteria, Bank may debar/ expel and blacklist the bidder and reassign the order to other Consultants.

Authorized Signatory:

Place:

Date:

Name & Designation:

Business Address & email id:

Annexure V

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

Sl. No	Clause Details	Bidder's Compliance (Yes/ No)
1	Introduction	
2	Objectives of the RFP	
3	Definitions	
4	RFP Information and Disclaimer	
5	Invitation of Tender Bids	
6	RFP Document Fee	
7	Scope of Work	
8	Contract Period	
9	Deliverables	
10	Eligibility Criteria	
11	Authorization to Bid	
12	Bid/ Offer	
13	RFP Clarifications	
14	Disqualification/ Rejection of Bid	
15	Other Terms and Conditions of RFP	
16	Modifications and Withdrawals of Bids	
17	Evaluation Methodology for Selection	
18	Technical Bid Evaluation	
19	Commercial Bid	
20	Period of Bid Validity	
21	Service Level Agreement	
22	Payment Terms	
23	Applicability of Bid Security/ Earnest Money Deposit (EMD)	
24	Performance Bank Guarantee	
25	Price Bids	
26	Other RFP Terms	
27	Sustainable Sourcing	
28	General Terms and Conditions	
29	Disclaimer	

Authorized Signatory:

Place:

Name & Designation:

Date:

Business Address & email id:

Annexure VI

Declaration for Compliance
(To be submitted by Bidder on letter head)

(All Terms and Conditions including scope of work except technical specifications)

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

List of deviations

1) _____

2) _____

3) _____

4) _____

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 VII

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

To

The General Manager – L&D
Central Bank of India,
Sir SPBT College
JVPD Scheme, Juhu Vile Parle (West),
Mumbai - 400056

We _____ (bidder name), hereby undertake that-

- We hereby confirm that we agree to all the RFP terms and conditions of the RFP CO/HCM/L&D/2024-25/01, 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 attached.
- We 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 Financial Institution in India.
- We also undertake that, our Auditor/ Firm/ Company/ LLP or its group company/ subsidiary company/ holding company/ affiliate/ associate company/ partner is not black listed and/or banned and/or barred and/or disqualified and/or prohibited by SEBI and/or RBI and/or NCLT and/or NCLAT and/or any court of law and/or quasi-judicial authority and/or any other statutory and/or regulatory authority.
- We also undertake that, we are not insolvent, in receivership, Bankrupt, or being wound up, not having affairs administered by a court or judicial officer, not have business activities suspended and not subject to legal proceedings for any of the foregoing reasons.
- 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.

- We also undertake that, we are neither the member nor the immediate family member of any of the directors of the Bank.
- We confirm that all documents and annexures submitted by us towards proof of credentials as part of this RFP are true and genuine and have full disclosure for self-certifying the facts and figures provided in RFP response documents.
- The conduct of the bank accounts of the bidder company as well as its promoter/ directors is satisfactory.
- The credit history of the promoter/ director/ entity is satisfactory.

Yours faithfully,

Authorized Signatories

Date

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

Annexure VIII

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" or "Bidder" 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 Chandramukhi, Nariman Point Mumbai 400021, with branches spread over India (hereinafter referred to as "Central Bank" or "the Bank" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns), of the OTHER PART:

Vendor 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 consulting for developing & implementing Central Bank of India's ESG strategy with special focus on climate & sustainability.
- ii. 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 "ENGAGING CONSULTANT FOR DEVELOPING & IMPLEMENTING CENTRAL BANK OF INDIA'S ESG STRATEGY WITH SPECIAL FOCUS ON CLIMATE & SUSTAINABILITY" ("the Purpose") as more particularly described in Purchase Order No. _____, issued by Central Bank of India in favor of M/s. _____.

NOW THIS AGREEMENT WITNESSTH:

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 inure to the benefit of and will be binding upon the parties' respective successors and permitted assigns.

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

Signed and delivered by

M/s _____

Central Bank of India

Signed by:

Signed by:

Name

Name

Title

Title

in the presence of _____

in the presence of _____

Annexure IX

**Certificate for RFP Cost Waiver for MSME/NSIC Firms/companies
(in Letter head of Chartered Accountant)**

RFP Ref No. CO/HCM/L&D/2024-25/01

Date:

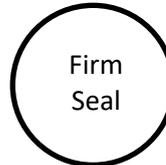
TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s. _____, having registered office at _____ has made an original investment of Rs. _____/- in words _____, as per Audited Balance Sheet as on 31.03.2024. Further we certify that the Company is classified under MSME as per MSME Act, 2006 and subsequent government notifications.

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

Chartered Accountant Firm Name

Signature
Name
Reg. No
VID No.



Annexure X

**Details of Previous Assignments
(To be submitted by Bidder on letter head)**

The details submitted must be necessarily of those institutions where the proposed bidder has been awarded the contract prior to issuance of this RFP. For those references where the offered services is accepted but work has not started, the acceptance should be valid as on the last date for submission of bids at Central Bank of India.

Please provide reference details in the format shown below for each previous assignment:

Particulars	Response
Name of the Institution	
Presence in India since	
Address of the Organization/ Head Quarters	
Date of Contract	
Date of completion of Project	
Scope of Work	
Name of the contact person for reference	
Contact details of contact person	
Project Details	

*Provide Information in respect of all clients who fulfill the qualification Criteria.
Documentary references from the clients may be attached.

Dated this..... Day of 2024

(Signature)

(In the capacity of)

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

Annexure XI

**Implementation Team Profile
(To be submitted by Bidder on letter head)**

RFP Ref No.: CO/HCM/L&D/2024-25/01

Requirement	Response
Current strength of employees in the bidder organization with experience on the proposed project(s)	
Current strength of employees in the bidder organization with experience in similar project	
Profiles required for project implementation (E.g. Project lead, Personnel, etc.)	
No of people required and their skillsets	
Certifications possessed by the Bidder in connection with the quality of internal processes and services delivered/ methodology used in delivery	
Approach to ensure adequate quality control throughout the course of the project	

Team Profile

Team profile	
Name	
Designation	
Professional Qualification	
Experience with bidding firm	
Experience with other companies	
Membership in any professional body	
Details of Project handled with details of client, representing which organization, as member of the team or team leader etc.	

Note:

- A. Include details of team members who will be involved in the project.
- B. Relevant experience refers to the experience of the employee on either exactly the same project or on similar projects.
- C. Proposed team structure with count, profile and skills to be provided by bidder along with proposed solutions profile, skills, etc. to be provided in RFP response.

Place:

Date:

Signature:

Name & Designation:

Business Address:

Annexure XII

**Know Your Employee (KYE) Clause
(To be submitted by Bidder on letter head)**

RFP Ref. No.: CO/HCM/L&D/2024-25/01

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 for ENGAGING CONSULTANT FOR DEVELOPING & IMPLEMENTING CENTRAL BANK OF INDIA'S ESG STRATEGY WITH SPECIAL FOCUS ON CLIMATE & SUSTAINABILITY 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 noncompliance 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, credit history, character certificate, ID card copy, Educational document, etc.) to the Bank before deploying officials in Bank premises for the project.

Signature of Competent Authority with company seal

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

**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 than Microsoft Excel, sent as email to dgmspbtc@centralbank.co.in on or before the due date for submission of queries.

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

Place:

Signature:

Date:

Name & Designation:

Business Address:

Annexure XIV

**Commercial Bid Format
(Confidential – to be enclosed in separate envelope)
(To be submitted by Bidder on letter head)**

Commercial Format for the full duration of Twelve (12) months, fixed price contract – no other expenses/ monies will be payable beyond this amount but for applicable GST.

Item	Amount in (INR) excluding GST	Amount in words (excluding GST)
Total Consulting Fees for a period of 12 months		

Terms and Conditions

1. This bid is for the first phase of 12 months. The Bank may extend the project period for further period of 12 months each twice, at team size, commercials, and terms & conditions mutually discussed between the Consultant and the Bank, provided services of the Consultant is satisfactory in the Bank's opinion and at its sole discretion.
2. In case there is a mismatch between the words and figures, the amount mentioned in words will be considered.
3. We confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.
4. We have not added or modified any clause/ statement/ recording/ declaration in the commercial offer, which makes it conditional and/or qualified or subjected to suggestions or which contain any deviation in terms & conditions or any other specification.
5. We understand that in case of non-adherence to any of the terms or conditions of RFP, our offer will be summarily rejected.
6. All prices are quoted in (INR) only. The Total cost is exclusive of GST and inclusive of all other applicable charges and taxes.
7. This Commercial Bid is confidential and is enclosed in a sealed envelope. The opening of envelope is subject to our qualifying the technical evaluation. Our violating the confidential nature of commercial bid shall render our bid invalid ab-initio.

Signature of Authorized Signatory:

Name of the Authorized Signatory:

Designation:

Name of the Organization:

Seal :

Date:

Place:

Annexure XV

Tender Ref. No.: CO/HRD/MPT/2024-25/01

Integrity Pact

(Each Participating bidder shall submit Integrity Pact 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. Non submission of Integrity Pact as per time schedule prescribed by Bank may be sufficient 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 Chandramukhi, Nariman Point Mumbai 400021 ,with branches spread all over India (hereinafter referred to as BUYER which expression shall include its successors and assigns) of the FIRST PART AND M/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 ENGAGE CONSULTANT FOR DEVELOPING & IMPLEMENTING CENTRAL BANK OF INDIA'S ESG STRATEGY WITH SPECIAL FOCUS ON CLIMATE & SUSTAINABILITY and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the 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 disfavour 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 for a period till the complete conclusion of the contractual obligations 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/SERVICEPROVIDER.

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/SERVICE PROVIDER shall be final and conclusive on the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. 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 5 years 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 aton.....day of 2024.

BUYER

BIDDER*

Signature:

Signature:

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

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

Central Bank of India,
L&D...Department

Date:

Date:

Rubber Stamp:

Rubber Stamp:

Witness

Witness

1. _____

1. _____

2. _____

2. _____

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

Annexure XVI

Undertaking of Information Security

**(This letter should be on the letterhead of the bidder signed by an authorized signatory on
Information security as per regulatory requirement)**

Place:

Date:

To
The General Manager – L&D
Central Bank of India,
Sir SPBT College
JVPD Scheme, Juhu Vile Parle (West),
Mumbai - 400056

Dear Sir,

**Sub: Request for Proposal (RFP) for engaging consultant for developing & implementing
Central Bank of India's ESG strategy with special focus on climate & sustainability**

We hereby undertake that the proposed solution/ software to be supplied will be free of
malware, free of any obvious bugs and free of any covert channels in the code (of the version
of the application being delivered as well as any subsequent versions/ modifications done)

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure XVII

Bid Security Declaration
(This letter should be on the letterhead of the bidder)

RFP Ref No.: CO/HCM/L&D/2024-25/01

To
The General Manager – L&D
Central Bank of India,
Sir SPBT College
JVPD Scheme, Juhu Vile Parle (West),
Mumbai - 400056

Dear Sir,

Sub: Request for Proposal (RFP) for engaging consultant for developing & implementing Central Bank of India's ESG strategy with special focus on climate & sustainability

Dear Sir,

We _____ (bidder name), hereby undertake that we are liable to be suspended from participation in any future tenders of the Bank for 2 years from the date of submission of Bid in case of any of the following:

1. If the bid submitted by us is withdrawn/ modified during the period of bid validity.
2. If any statement or any form enclosed by us as part of this Bid turns out to be false/ incorrect at any time during the period prior to signing of Contract.
3. In case of we becoming successful bidder and if:
 - a) We fail to execute Contract/ SLA within the stipulated time.
 - b) We fail to furnish EMD/ Performance Bank Guarantee within the timelines stipulated in this RFP document.

Date:

Yours Faithfully,
For _____
Signature _____
Name _____
Authorized Signatories
(Name & Designation, seal of the firm)

Annexure XVIII

FORMAT OF PERFORMANCE BANK GUARANTEE

RFP Ref No.: CO/HCM/L&D/2024-25/01

To
The General Manager – L&D
Central Bank of India,
Sir SPBT College
JVPD Scheme, Juhu Vile Parle (West),
Mumbai - 400056

WHEREAS M/S(Name of Bidder) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at (Please provide complete address) (herein after referred to as "Vendor") was awarded a contract by Central Bank of India (CBI) vide their Purchase Order no.....Dated..... (herein after referred to as "PO") for

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No.: CO/HCM/L&D/2024-25/01 dated 31 May 2024 for "Engaging consultant for developing & implementing Central Bank of India's ESG strategy with special focus on climate & sustainability" (herein after referred to as "RFP"), the vendor is required to furnish a Performance Bank Guarantee issued by a Scheduled Commercial Bank in India in your favour for Rs/- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the Bidder has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of Bidder, WE,....., a body corporate in terms of thehaving it's Office at and a branch interalia at India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and it's address) through our local office at..... India, furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

- 1. We do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified

from time to time and at all times to the extent of Rs. /- (Rupees only) against any loss or damage caused to or suffered by or that maybe caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith merely on demand pay to you such sum or sums not exceeding the sum of Rs./- (Rupees.....) only as may be claimed by you on account of breach on the part of the Vendor/Bidder of their obligations or default in terms of the PO and RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the vendor has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur and also without referring to the Vendor. Any such demand made by Central Bank of India shall be conclusive as regards the amount due and payable by us to you.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Vendor after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the vendor and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the vendor or any other forbearance, act or omission on your part or any indulgence by you to the vendor or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs/- (Rupees) only as aforesaid or extend the period of the guarantee beyond the said (date) unless expressly agreed to by us in writing.

5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the vendor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the vendor.
6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the vendor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the vendor from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
8. Any notice by way of demand or otherwise hereunder may be sent by special courier, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing uncanceled and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. The Bank Guarantee shall not be affected by any change in the constitution of the vendor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the vendor in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the vendor shall have no claim against us for making such payment.
13. Notwithstanding anything contained herein above;
 - a) our liability under this Guarantee shall not exceed Rs./- (Rupees) only

- b) this Bank Guarantee shall be valid and remain in force up to and including the date (24 months) and
- c) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand within 6 months of the expiry of this guarantee or during the validity period of the bank guarantee.

14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Signature

Name

(In Block letters)

Designation

(Staff Code No.).....

Official address:

(Bank's Common Seal)

Attorney as per power of Attorney No.

Date:

WITNESS:

1..... (Signature with Name, Designation & Address)

2..... (Signature with Name, Designation & Address)

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				
Proof of RFP Fee Payment				
Letter of Acceptance	Annexure I			
Bid Form	Annexure II			
Bidder's Profile Format	Annexure III			
Eligibility Criteria	Annexure IV			
Compliance to RFP terms & Conditions	Annexure V			
Declaration for Compliance	Annexure VI			
Undertaking by Bidder	Annexure VII			
Confidentiality/ Non-Disclosure Agreement	Annexure VIII			
Certificate for RFP Cost Waiver for MSME/ NSIC Firms/ companies	Annexure IX			
Details of Previous Assignments	Annexure X			
Implementation Team Profile	Annexure XI			
Know Your Employee (KYE) Clause	Annexure XII			
Bid Query Format	Annexure XIII			
Commercial Bid (in a separate closed envelope)	Annexure XIV			
Integrity Pact duly executed on stamp paper	Annexure XV			
Undertaking of Information Security	Annexure XVI			
Bid Security Declaration	Annexure XVII			
Format of Performance Bank Guarantee	Annexure XVIII			

NOTE:

- Supporting documents must be attached wherever applicable.
- All pages of bid documents must be signed in full by the authorized person
- All pages of bid documents should be numbered in serial order i.e. 1, 2, 3 and so on till end.
- The technical bid should be properly indexed for easy search of documents

Signature of Authorized Signatory:
Name of Authorized Signatory:
Name of the Firm/Company:

Designation
Stamp/ Seal of the Firm/ Company: