



**सेन्ट्रल बैंक ऑफ़ इंडिया**  
**Central Bank of India**

1911 से आपके लिए “केंद्रित”

“CENTRAL” TO YOU SINCE 1911

## **REQUEST FOR PROPOSAL (RFP)**

### **FOR**

**Selection of Service Provider for Loyalty Rewards Program for  
Various Digital Channels: Debit Card, UPI, Internet Banking, Mobile  
Banking etc.**

**Date: 03.07.2025**

This document is the property of Central Bank of India and is meant for the exclusive purpose of bidding as per the Specification, Terms, Conditions and Scope indicated. It shall not be copied, distributed or recorded on any medium, electronic or otherwise, without written permission thereof. The use of the contents of this document, even by the authorized personnel / agencies for any purpose other than the purpose specified herein, is strictly prohibited and shall amount to copyright violation and thus, shall be punishable under the Indian Law.

**Central Bank of India**

**DP&TB Department**

**1<sup>st</sup> Floor, MMO Building,**

**Fort, Mumbai, 400023**

### **DISCLAIMER**

The information contained in this Request for Proposal (“RFP”) document or information Provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Central bank of India (or CBoI or Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by Central Bank of India to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. Central Bank of India makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder require. Central Bank of India does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

Central Bank of India reserves the right of discretion to change, modify, add to or alters any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank's Website and it will become part and parcel of RFP.

Central Bank of India in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Central Bank of India reserves the right to reject any or all the expression of interest / proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Central Bank of India shall be final, conclusive and binding on all the parties.

### **GENERAL INSTRUCTIONS TO BIDDERS**

All Bidders must note that this being E-tender, only bids received online on GEM (Government e-Marketplace) portal <https://gem.gov.in> shall be considered as an offer. ***Any bid submitted in physical form will not be received or opened and shall be summarily rejected.***

#### **Procedure for submission of E-tender by Bidder:**

Interested Bidders who wish to participate should visit the website <https://gem.gov.in> which is the ONLY website for bidding their offer. Further, the procedure is as follows:

1. Register your firm/company on the website <https://gem.gov.in> for obtaining a Login ID and Password. Detail guidelines are available on GEM portal.
2. Apply for the RFP by uploading supporting documents.
3. Bidder must submit the offer before closing date & time. The website will automatically stop accepting the offer after closing date and time.

**Bidders are advised to submit their bid well in time and not to wait till the last minute or last few seconds to enter their bid to avoid any complications. Central Bank of India will not be responsible for any lapses/failure on the part of the bidder in such cases for any complications related with internet connectivity, network problems, system crash down, power failure, etc.**

## INDEX

S.N.	PARTICULARS	Page No
	Tender Notice - Bid details in Brief	6
	<b>SECTION- I: Bank Profile</b>	<b>7</b>
	<b>SECTION- II</b>	
1	Objective	8
2	Information Provided	8
3	Cost Borne by Respondents	8
4	No Legal Partnership	9
5	Recipient Obligation to Inform Itself	9
6	Evaluation of Offers	9
7	Errors and Omissions	9
8	Standards	9
9	Acceptance of Terms	9
10	Independent External Monitor	9
11	RFP Response Terms	10
11.1	Clarification and Amendment of RFP Documents	10
11.2	Pre-Bid Meeting	10
11.3	Submission, Receipt and Opening of Bid	10
11.4	Request for Proposal Validity	10
11.5	Language of Tender	10
11.6	Disqualification	11
12	Lodgment of RFP Response	11
12.1	Bid Security Fees	11
12.2	Late RFP Response Policy	11
12.3	Notification	12
12.4	Format of Bids	12
13	Project Length	12
	<b>SECTION – III</b>	
1	Introduction & Purpose	13
2	Scope of Work	13
3	Extension of Program	23
4	Timelines/Delivery Schedule	23
5	Other	23
	<b>SECTION – IV</b>	
1	Eligibility Criteria	24
2	Bidding Process	26
3	Instructions to Bidder	26
4	Pre Bid Queries	27
5	Amendment of Bidding Document	27
6	Price Composition	27

7	Do's and Don'ts for Bidder	28
8	Terms & Conditions of Online Submission	28
9	Opening of Bids	29
10	Reverse Auction	29
11	Evaluation Process	30
12	Technical Bid Evaluation Criteria	32
13	PROCEDURE FOR FINALISING THE SUCCESSFUL BIDDER	34
14	Award of Contract	35
15	Inspection and Audit	35
16	General Terms and Conditions	36
	<b>ANNEXURES</b>	
01	Bid – Table of Contents	51
02	Undertaking	52
03	Conformity with Hardcopy Letter	53
04	Conformity Letter	54
05	Profile of Proposed Team Leader & Core Team Member	55
06	Performance Guarantee	56
07	Commercial Bid	59
08	Integrity Pact	60
09	Methodology and Detailed Project Plan	71
10	Format for Submission of Deliverables	72
11	Format for Submission of Project Timelines	73
12	Letter of Authorization for Submission of Response	74
13	RFP Response Covering Letter	75
14	Compliance Statement	76
15	Form of Self Affidavit / Declaration	77
16	Self-Affidavit / Declaration for Class – I Local Supplier	78
17	Bidders Profile	79
18	Experience in Loyalty Rewards Program Implementation	81
19	Litigation Certificate	82
20	Turnover Certificate	83
21	Pre Bid Queries Format	84
22	Letter of Authority for Participation in Reverse Auction	85
23	Authorization Letter Format	86
24	Undertaking for Labor Law Compliance	87
25	Undertaking for Bug Free Software	88
26	Certificate for RFP Cost Waiver for MSME/NSIC Firms	89

### Tender Notice - Bid details in Brief

S.N.	Activities	Date and Time
1.	Tender Notification No	Central Bank of India, Tender No. RFP/2025-26/01
2.	Mode of Tender	e-tendering system (online Part I – Technical Bid and Part II – Indicative Commercial Bid) with Reverse Auction
3.	RFP Issuance date	03.07.2025
4.	Last date for submission of Pre-Bid query	10.07.2025 at 03.00 PM
5.	Pre-Bid Meeting	14.07.2025 at 03:00 PM
6.	Last date and time for downloading of RFP	31.07.2025 by 03:00 PM
7.	Last date and time for Receipt of Bid	31.07.2025 by 4:00 PM
8.	Address for Proposal Submission (online submission)	GeM – Government e-Market Portal <a href="https://gem.gov.in">https://gem.gov.in</a>
9.	Date & Time of Opening of Technical Bids (Online)	31.07.2025 at 4:30 PM
10.	Place of Opening of Bids (Online)	Digital Payment & Transaction Banking Department, 1 <sup>st</sup> Floor, MMO Building, Homi Modi Street, 22, Fort Mumbai – 400 023.
11.	Proposal Security (Earnest Money Deposit or EMD) (Refundable)	<p>₹ 25,00,000.00 (Rupees Twenty-Five Lakhs Only)</p> <p>In the form of a demand draft favoring Central Bank of India, payable at Mumbai. Its scanned copy must be submitted online on GeM portal before the last date of bid submission. The RFP response without the accompanying amount towards EMD shall be rejected by the Bank. Original Demand Draft to be submitted on or before the last submission date &amp; time at <b>Central Bank of India, DPTB Department, 1st Floor, MMO Building, Fort, Mumbai-400023</b></p> <p>(In case of bidders registered with NSIC/MSME, who are eligible for waiver of EMD as per extant Govt. guidelines need to be provided with valid NSIC/MSME Certificate explicitly mentioning that they are registered with NSIC/ MSME under single point registration scheme. In addition, bidder must submit Annexure- 26 in physical form (Hard copy) duly signed by Chartered Accountant before last date and time of submission of bid.)</p>
12.	RFP Coordinator:	Asst. General Manager Central Bank of India Digital Payment & Transaction Banking Department, 1 <sup>st</sup> Floor, MMO Building, Homi Modi Street, 22, Fort Mumbai – 400 023.
13.	e-mail id for pre-bid queries:	<a href="mailto:smdebitcard@centralbank.co.in">smdebitcard@centralbank.co.in</a>

## **SECTION-I**

### **Bank Profile**

**Central Bank of India** was established in the year 1911. The Bank has been fulfilling the dreams & aspirations of millions of customers over the past 113 years. Central Bank of India (CBoI), one of the leading nationalized Banks of the country is a Public Sector Bank with Offices geographically located across India and presently having more than 4500 Branches/ Offices. As of now, it has 13 Zonal Offices and 90 Regional Offices controlling these branches besides specialized service branches.

The Bank enjoys strong fundamentals, large franchise value & good brand image. To meet growing aspirations of customers & compete in today's tough conditions, the Bank offers wide range of products & services

The Bank offers customer centric products and services across various sectors through 4500+ branches, 4000+ ATMs, 11000+ BC points.

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

## **SECTION-II**

### **1. OBJECTIVE**

This Request for Proposal (RFP) document has been prepared solely for the purpose of Implementation of Loyalty Rewards Program for various Digital Channels of Central Bank of India.

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

#### **Definitions**

- ‘Bank’ or ‘CBoI’ means unless excluded by and repugnant context or the meaning thereof, shall mean ‘Central Bank of India’, described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal (RFP) and shall be deemed to include its successor and assigns.
- ‘RFP’ means Request for Proposal for Loyalty Rewards Solution.
- ‘Bidder’ means a bidder submitting the proposal in response of RFP.
- ‘Contract’ means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required and as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
- ‘Successful Bidder’ means the Bidder who is found to be the lowest bidder, subject to compliance of all the Terms and Conditions of the RFP, etc.
- ‘Solution’ means Set up, Manage, Operate, customization, integration, migration etc. for different modules under Loyalty Rewards Solution as per this RFP.
- ‘Proposal’ means that Technical proposal and financial proposal as per the formats prescribed in the RFP.

### **2. 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 their 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 their directors, officers, employees, agents, representative, contractors, or advisers have 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.

### **3. COSTS BORNE BY RESPONDENTS**

All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent 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 / Respondent.



#### **4. NO LEGAL RELATIONSHIP**

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

#### **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.

#### **6. EVALUATION OF OFFERS**

Each Recipient acknowledges and accepts that the Banks may, at their sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. 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.

#### **7. ERRORS AND OMISSIONS**

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications specified in “**Tender Notice - Bid details in Brief**”.

#### **8. STANDARDS**

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

#### **9. ACCEPTANCE OF TERMS**

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

#### **10. INDEPENDENT EXTERNAL MONITOR**

Central Bank of India has empanelled Independent External Monitors (IEM) for implementation of Integrity Pact (IP) in respect of procurements as per directives received from the Central Vigilance Commission (CVC):

The details are as under:

1. Mr. Nirmal Anand Joseph Deva      Mail id: [meghanadeva2022@gmail.com](mailto:meghanadeva2022@gmail.com)
2. Mr. Anant Kumar                      Mail id: [anant\\_in@yahoo.com](mailto:anant_in@yahoo.com)

Under this pact:

- IEM shall not be subjected to instructions by the representatives of the parties and shall perform his functions neutrally and independently
- Both the parties accept that the IEM has the right to access all the documents relating to the project/procurement, including minutes of meetings

## 11. **RFP RESPONSE TERMS**

### 11.1 **CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS**

The bidder may request a clarification on any clause of the RFP documents as per “Tender Notice - Bid details in Brief”. Any request of the clarification must be sent by standard electronic means to [smdebitcard@centralbank.co.in](mailto:smdebitcard@centralbank.co.in). Prior to the last date for bid- submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from the prospective Bidders, modify the RFP contents/ covenants by amendment/Clarification/amendment, if any, will be notified on the Bank’s website ([www.centralbankofindia.co.in](http://www.centralbankofindia.co.in)), GEM Web portal. No individual communication would be made in this respect.

### 11.2 **PRE BID MEETING**

A Pre-bid meeting as Question & answer session on RFP will be held as per “Tender Notice - Bid details in Brief” at Central Bank of India, Digital Payment and transaction banking department, MMO Building, 1<sup>st</sup> Floor, Fort, Mumbai- 400023.

### 11.3 **SUBMISSION, RECEIPT, AND OPENING OF BID**

The Bid documents along with the data as per the formats mentioned in the Data Sheet must be submitted through Online in GeM Portal ONLY.

The deadline for submission of the RFP is as per “Tender Notice - Bid details in Brief”

**The bids will be opened on date mentioned as per “Tender Notice - Bid details in Brief” at**

**Central Bank of India**

**DP&TB Department**

**1<sup>st</sup> Floor, MMO Building,**

**Fort, Mumbai- 400023**

The bidders who would want to be present at the time of opening of bids may send their representatives on the given date and time. However such bidder must communicate the Bank through mail [smdebitcard@centralbank.co.in](mailto:smdebitcard@centralbank.co.in), its representative name and details such as email id, contact details, designation 1 day prior (till 1700 hours) to the bid opening date.

### 11.4 **REQUEST FOR PROPOSAL (RFP) VALIDITY**

All Proposals shall be valid for a period of 12 months from the last date of submission mentioned in “Tender Notice - Bid details in Brief”. The Bank will make its best effort to complete the process within this period. However, should the need arise the Bank may request the Bidder to extend the validity period of their proposals. Bidders, who do not agree, have the right to refuse to extend the validity of their Proposals; under such circumstance, the Bank shall not consider such proposal for further evaluation.

### 11.5 **LANGUAGE OF TENDER**

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

## **11.6 DISQUALIFICATION**

Any form of canvassing/ lobbying/ influence regarding short listing, status etc. will be a disqualification from the RFP process

## **12. LODGMENT OF RFP RESPONSE**

### **12.1 BID SECURITY FEES**

Bidder has to deposit Earnest Money (Bid Security fees) as mentioned in “**Tender Notice - Bid details in Brief**” prior to the bid submission.

- i. Any bid submitted without the Bid Security fees will be rejected by the Bank as nonresponsive.
- ii. If bidder withdraws from the process, if bidder happens to be successful bidder, bidder may be debarred/ blacklisted for a period of six months from any tender of the Bank all over India.
- iii. The successful Bidder will have to furnish the performance guarantee of an amount equal to 1% of the value of the contract as per **Annexure 06** within 30 days from the date of acknowledgement of Purchase Order. Performance Bank Guarantee should be of any schedule Commercial Bank other than Central Bank of India.
- iv. The Performance Bank Guarantee shall act as a security deposit and either in case the selected bidder is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to invoke the same. Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Selected bidder is not able to fulfil any or all conditions specified in the document or is unable to complete the project within the stipulated time. In case the contract is getting extended, the selected bidder shall submit the Bank Guarantee of same amount of that period with a validity of the extension period with 3 months claim period. The selected bidder shall be responsible for extending the validity date and claim period of Performance Bank Guarantee as and when it is due on the account of non- completion of the project.

Note: As defined by Department for Promotion of Industry and Internal Trade (DPIIT), an entity shall be considered as a Startup:

- a) Up to ten years from the date of its incorporation/ registration.
- b) If its turnover for any of the financial years has not exceeded Rs.100,00,00,000/- Rupees Hundred Crore
- c) It is working towards innovation, development, or improvement of products or processes or services, or if it is a scalable business model with high potential of employment generation or wealth creation.
- d) Provided further that to obtain benefits, a Start-up so identified under the above definition shall be required to be recognized as Start-up by DPIIT.

### **12.2 LATE RFP RESPONSE POLICY**

It should be clearly noted that the Bank have no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason. RFP received late on account of any reason whatsoever will not be entertained. The RFP not accompanied by the BID Security Fees and Cost of RFP deposited as mentioned in “Tender Notice - Bid details in Brief” are liable to be rejected as NON-RESPONSIVE.

### **12.3 NOTIFICATION**

The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Completion date (completion of the bid process), about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Banks are not obliged to provide any reasons for any such acceptance or rejection.

### **12.4 FORMATS OF BIDS**

The Bidder should use the formats prescribed by the Bank in the tender for submitting both technical and commercial bids.

The Bank reserves the right to ascertain information from the banks and other institutions to which the Bidder have rendered their services for execution of similar projects.

## **13 PROJECT LENGTH**

The total time for the project is 36 months spanning over 2 phases from the date of acceptance of Purchase Order by the Selected Bidder and if required, SLA may be extended for 2 subsequent years on the same terms and conditions subject to satisfactory performance and at the sole discretion of the Bank as deemed necessary for completion of all the deliverables at no extra cost to the Bank. However, bank will review the contract every 12 months and will continue the contract during the 36 month period only in case of satisfactory performance. The Bank reserves the right to reduce or extend the stipulated timeframe without assigning any reasons whatsoever.

- The initial design and setting up phase is envisaged to be of 3 month – Phase 1.
- The second phase is envisaged to be of 33 months and would entail exaction of the program with end to end management of rewards program as detailed in the Scope of Work.

## **SECTION – III**

### **BROAD SCOPE OF WORK AND KEY DELIVERABLES**

#### **1 INTRODUCTION & PURPOSE**

Bank is in the process of transforming its loyalty reward program for redemption/accrual/management of reward points for its customers with the focus on the following key goals:

- End-to-End Management of Reward points for Various Digital Channels: Debit Card, UPI, Internet Banking, Mobile Banking & any other delivery channel decided by the Bank.
- Seamless integration with Bank's different systems/channels.
- Providing easy and convenient digital platform to Bank's customer for management of reward points i.e Mobile App/Web Portal etc.

The Bank, for this purpose, invite proposals from Bidders who are interested in participating in this RFP and must fulfill all the eligibility criteria mentioned in this RFP and are also in a position to comply with the technical requirement mentioned & submit the required proposal as per RFP. Apart from above, Bidder must also agree to all terms & conditions mentioned under this RFP. The purpose of Central Bank of India behind this RFP is to seek a detailed technical and commercial proposal for procurement of the services desired in this RFP.

#### **2 SCOPE OF WORK**

##### **A. Electronic Commerce Store**

- a. Bidder to create an electronic commerce store where customers can shop for multiple products from house hold items, electronics, flight tickets, hotel bookings etc.
- b. Customers will be allowed to make payment through reward points and BIN locked bank payment channels (Debit Card & Credit Card), Internet Banking, Mobile Banking, UPI, etc.
- c. The Bidder must be able to integrate the E-Commerce Store with the Bank's Mobile Banking application or any other application as per Bank's requirement.
- d. The E-Commerce Store to include the various modules listed below.

##### **B. Customer Engagement Module**

###### **a. Accrual Management –**

- i. Bidder must calculate and post reward points into the customer loyalty account based upon a bank unique identifier.
- ii. Bidder must enable accrual of points across various channels of the bank such as debit card, credit card, internet banking, mobile banking, UPI etc.
- iii. Bidder must be able to post differentiated points across different Customer /Channel/Card type basis.
- iv. Bidder should be able to provide additional points upon existing channel triggers during festive periods.
- v. Bidder should enable expiry of points awarded from time to time post discussion with the Bank.

- vi. Customers must be able to accrue points through different avenues such as Bank points and partner points. The Bank would not be liable for the partner points accrued.
- vii. Bidder should be able to create different point types as per the bank's business objectives – standard points, accelerated points, bonus points, campaign points, partner points, exclusive partner points etc.
- viii. The Loyalty module should allow personalization of point constructs basis spends/ milestones (as per Bank's requirement).
- ix. The Bidder should provide support 24\*7 basis for all the activities.
- x. The complete Audit trails of the transaction should be maintained by Bidder without any deletion of data, unless specified by the Bank.
- xi. The solution should have its own security system so that it does not process any non-genuine requests.

### **Point Accrual Rules**

Bidder should define and implement configurable rules for how base points are awarded based on characteristics of data fed into the loyalty solution, customer profiles, tiers and different product base.

### **Point Expiry rules**

The loyalty solution should set all points awarded to expire at the appropriate point in time & should expire unredeemed points from customer accounts at the configured frequency.

The loyalty solution should also support revocation of the expired loyalty points in exceptional situations.

### **Tier Structure**

Bidder should be able to design multi-level customer tier engine:

- The first tiers of customers should be designed for different product base as defined and implemented by the Bank from time to time.
- The subsequent levels of tier should be defined for different product base.
- The Bidder should be able to design a customer tier engine which permits user-definable tier structure and real-time, automated movement between tiers upon passing qualification criteria.

### **Point Redemption rules**

- Configurable rules for redemption/accrual of reward points
- Rules should be configured in case of reversal or cancellation of reward points
- Month wise capping of redemption/ accrual

#### **b. Redemption**

##### **i. Rewards Catalogue:**

- The Bidder will provide a loyalty points redemption catalogue with a wide variety of options.
- Bidder will design the catalogue in spirit with Bank's brand philosophy and target audiences. All designs must be according to the Bank's specifications and approved by the Bank.
- Bidder has to design the catalogue with rich, smooth, user friendly/engaging navigation.
- Bidder has to create content such that customers experiencing first time redemption have sufficient options, should cater to varying taste of members from varying geographies of India, and should be exhaustive to offer an enticing attraction to members to redeem from.



- Bidder should ensure enriching customer experience with products that shall cater to all customers to reflect the desires & ambitions of members with different behaviours, personality and spends.
- Bidder should provide the tracking of products under orders if ordered through the E-Commerce site
- Bidder should provide the coupon codes in the orders if the customer has purchased any coupon through the E-Commerce site.
- The Bidder should be able to provide the extra offer module/Coupon Module based on the criteria set by the bank time to time (commercials will be mutually decided by the bank and the bidder as per the requirement)
- Bidder should provide their own solution SMS facility for sending OTP, Emails, notification without any extra cost to the bank and customer. The solution should also have the capability to integrate with the Bank's omnichannel app and trigger notification to the customer through the app.

**ii. Redemption Fulfilment**

- The Bidder must create and maintain a dedicated interactive secure online website for the loyalty rewards program with SSL Layer, which enables customers to register, inquire and request redemptions.
- The Bidder should offer attractive redemption options to customers in the form of gift vouchers, cash backs etc.
- Bidder must suggest the redemption options as per the latest market trends. Bidder should have the capability to provide customers option of part redemption using points accrued and remaining portion through other channels - Internet banking, cent eeZ app, Debit card, etc.

The list is not exhaustive but indicative and the Bidder may include more options. Any addition or deletion of the redemption options should be done at Bank's discretion.

- i. The Bidder should ensure that only Bank's payment instruments are used / applicable on the Redemption platform,
- ii. The bidder should allow accelerated points/discounts to bank's customers at the time of redemption at merchant's store/website.
- iii. The Redemption platform should integrate with Bank's customer facing applications, such as Internet Banking & Mobile Banking etc. The Bidders should also have the capability to integrate with the Bank's internal systems like lead management system, complaint management system, etc.
- iv. The bidder will manage the redemption from sourcing the products and services to delivery of the same to the customer.
- v. The delivery and replacement of products and services must be with defined timelines.
- vi. The Merchant Network should allow seamless customer redemption journey through a single OTP for online redemptions and single swipe for offline redemptions
- vii. Any change done in the solution should invariably reflect in all channels seamlessly unless not desired by the Bank
- viii. The UX/UI guidelines of Bank only should be followed throughout the customer journey of the redemption transaction
- ix. The Redemption platform should strictly ensure a two-step authentication process for all types of redemption transactions as per Bank's security guidelines.
- x. The solution should be integrated with multiple POS and e-POS aggregators to ensure larger customer reach across the country.



- xi. The redemption module should include but not limited to:

Sl.	Categories	Indicative leading Players in the category who could be potential merchants for tie-ups
1	Travel & Hotel (Online)	Cleartrip, MakeMytrip, EaseMyTrip, Yatra, Fab hotels, IRCTC, RedBus, Expedia, Ixigo, Booking.com, Hotels.com, Trivago etc.
2	Movie (Physical &Online)	BookMyShow,PVR, Inox, Carnival Cinemas, Cinapolis, Movietime cineams, Paytm, etc.
3	E-Commerce (Online)	Amazon, Flipkart, Myntra, Ajo, Snapdeal, Croma, Reliance Digital, E-Zone, Tatacliq, Nykaa, Tata Neu, etc.
4	Recharge & Bill Payments (Online)	Paytm, Freecharge, Mobikwik, Amazon Pay, PhonePe, Google Pay, etc.
6	Physical POS (Physical)	Lifestyle, Westside, Pantaloons, ShoppersStop, Reliance Retail, Big Bazaar, KFC, Starbucks, McDonalds, Dominos, Pizza Hut, Café Coffee Day, Tanishq, More, Bajaj, Hero Honda, Haldiram's, DMart, etc.
8	Urban Logistics (Hyper-Local and Transportation) (Online)	Zomato, Swiggy, Ola, Uber, Dunzo, BlinkIt, Urban Company, Grofers, etc.
9	Online Entertainment (Online)	Netflix, Prime, Hotstar, SonyLiv, Voot, Zee5, Discovery+, HBO Max, Dream11, MPL, Gaana, Wynk,Music, Spotify, JioSaavn, etc.
10	Home & Furnishing(Online)	Ikea, Pepperfry, HomeCentre, Hometown, @Home, Godrej Interio, Urban Ladder, Furlenco, etc.
11	Fitness (Physical &Online)	Cult.fit, Healthify Me, Nike, Adidas, Puma, Reebok, Gold's Gym, Talwalkars, Cricket leagues/ tournaments, etc.
12	Luxury (Physical &Online)	Steve Madden, Armani Exchange, Chanel, Gucci, Prada, Hermes, Coach, Guess, RayBan, Sephora, etc.
13	Healthcare & wellness management (Physical &Online)	Apollo Pharmacy, Tata1mg, PharmEasy, Practo, Netmeds, MFine, Medibuddy, etc.
14	Jewellery	Kalyan Jewellers, Tanishq, Caratlane, Joyalukkas, Senco,GRT Jewellers, PNG, Malabar Gold, PC jewellers, Reliance Jewels, TBZ, etc.
15	Others (Physical &Online)	Includes all other categories excluding the above-mentioned categories

But also cover Air travel, Merchandise, Mobile/DTH Recharge, Movies, Bus Travel, In-Store, e-Commerce, Gift Vouchers, instant discount, cash back, charity, Hotel, Experiences etc.

- xii. The redemption platform should support different point value from time to time based on Bank's requirement and the implementation to be done accordingly,
- xiii. Points which have accrued first and which are going to be expired at the earliest must be redeemed first,
- xiv. Customers should be given sufficient time period to redeem all outstanding points at the end of the program.
- xv. Standard ISO Message/API/any other format for relevant integrations with the required systems should be followed.
- xvi. The Redemption module should include redemptions through the
- Bank's Mobile Applications



- Internet Banking portal,
- Rewards portal,
- Merchant outlets – online and offline,
- Customer service agent,
- Payment Gateway
- Any other

#### **c. Migration**

The Bidder will migrate all existing reward point data to the proposed solution at no extra cost to the bank.

#### **d. Portal Design**

Bidder will design and manage a white label solution with an online interactive web and mobile portal with SSL layer for Bank customers.

- i. Design – The bidder should have the ability to create a white label portal where the user interface is in line with Bank's brand guidelines to ensure a user friendly smooth navigation.
- ii. Multilingual – The Bidder should allow customers to switch among multiple languages (English, Hindi & Regional Languages).
- iii. Points Statement – The bidder should allow the Customers to be able to view details of their accrual and redemption transaction history.
- iv. Adaptable – The designed portal must be adaptable to the type of device it is accessed on any major platform.
- v. Registration – The bidder should have the ability to deploy campaigns to drive customer registrations on the loyalty portal/other channels.

#### **e. Database Maintenance**

- I. Storage – The bidder must safely store all data shared by the Bank.
- II. Back Up – The Bidder should have a Disaster Recovery Site and the Bank's data must be stored in dedicated servers at no extra cost to Bank.
- III. Regular Software and Hardware Upgrade – While upgrading software and hardware the bidder must ensure the loyalty program runs smoothly.
- IV. Reconciliation of Reward Points: Bidder to devise mechanism for reconciliation of Reward Points and submit a report about its confirmation on monthly basis to Bank.
- V. The Bidder cannot own any customer data at any given point of time.
- VI. The bank can seek access at any time to the Complete architecture, Data Flow Diagram, Use Case Diagram, Data dictionary etc., of the application,

The bidder will evidence compliance with the audit observations made by Internal / External auditors within the timelines specified by the bank for the audit cycle.

The bidder will assist the bank in getting the Secure Code Review in respect of the source code review done by Internal / External Auditors. All the audit observations need to be got complied in respect of the review. Further the bidder will share the details / report of the Source code review done by the independent auditors/Bank staff at their level if any done during the past two years in respect of the software version provided to the bank.

## **f. Technology Platform**

- i. PCI DSS Certified – The Bidder must be Payment Card Industry Data Security Standards (PCI DSS) Compliant & Certified

The certification should be valid and in force during the entire Contract and renewal period (if any). Also, the bidder should mandatorily adapt to the rules, regulations & guidelines stipulated in PCI-DSS standards from time-to-time. Also, whenever the PCI-DSS standards are upgraded, the bidder should adapt to new standards and should upgrade their PCI DSS Certification. Any other certification required by regulatory guidelines/Bank

- ii. Data transfer – the bidder must ensure that the data is securely transferred between the Bank and the Bidder and vice versa using API and any other channel including secure file transfer protocol.
- iii. A rigorous change management process to be followed by the bidder that will govern all the change requests
- iv. A robust Business Continuity Management process for Business Continuity should be followed by the bidder. Similar set up should be maintained at DR location.
- v. The Bidder should strictly adhere to the Bank's archival and purging policy,
- vi. If the solution is hosted on cloud or any cloud based services are being utilized, applicable clauses from the Bank policy should be strictly adhered.
- vii. The Bidder should have a dedicated information security team to conduct security related functions and operations and should have CERTIN empanelled ISSPs performing security reviews,
- viii. The Bidder should ensure ISO certifications for data security and protection,
- ix. The Bidder must deploy SOC (Security Operations Centre) monitoring systems to monitor any security incidents,
- x. The Bidder should ensure a proper log generation, storage and management and perform regular forensic analysis,
- xi. The Bidder should use only Enterprise version/licensed products/software.
- xii. The Bidder should ensure that the solution should recover automatically from network failures, abrupt shutdowns, etc.,
- xiii. The data should be masked, encrypted as per the requirements of the Bank.

The Bidder should ensure that the encryption standards used for encrypting the data should be as per industry best standards and key management should be robust. The systems will be reviewed periodically by Bank.

- xiv. All upgrades and Updates of the application software needs to be provided free of cost, during the contract period.
- xv. Loyalty Engine Processing Capacity: Bidder should be able to process the transaction volume of the Bank and any incremental rise in the transactions volume in the future across channels such as current account, savings account, debit card, mobile banking, internet banking etc.

## **g. Algorithms**

- The Engine should have the ability to apply all rules & logic that loyalty managers at Bank desire. Ex: Top 400 people in a certain savings account who maintain a certain balance with the Bank will be communicated a desired offer from a merchant that could not be offered to others of same variant

- A provision to manually upload loyalty points on ad hoc basis for certain non-transaction related reward points
- Entire Business rule for the solution is to be completely parameterized
- In case of upgrading or downgrading of customer account the necessary calculation and adjustment for the reward points should be done by the Engine
- Engine should also be able to provide for roll-back of loyalty points if required
- In case a customer's account is closed/inactive the engine should disallow any redemption of points.

#### **h. Analytics & Intelligence**

- Bidder should enable the member to redeem rewards from different platforms such as mobile, web, offline etc.
- Bidder should be able to provide loyalty reward points to Bank' customer for opening a new savings account, maintaining certain balance in an account, bill payment or tax payments using an account, fund transfer, debit card transactions at PoS terminal, e-commerce transaction etc.
- Bidder should be able to provide a whitelist website and mobile application for customers to check their status of reward points.
- The mobile application shall be provided in Android and iOS platforms.
- The website and mobile application shall conform to all security standards.
- The term 'whitelist' means that the website, mobile application and other portal solution provided to the bank shall be in Bank's branding and shall demonstrate the Bank's spirit.

Bidder should follow all the guidelines issued from time to time by Regulator/Govt. of India/NPCI/Card Network Service Providers etc.

#### **i. Compliance with Storage of Payment Data Norms**

The Bidder shall comply with the Storage of Payment Data norms vide circular number RBI/2017-18/153 DPSS.CO.OD No. 2785/06.08.005/2017-2018 issued by Reserve Bank of India on 6 April 2018. Bidder must also ensure that all the Data should be handled in compliance to Digital Personal Data Protection Act 2023. Any breach in compliance of the said act will attract penalty as per the provisions of the act. Bidder must store the entire data within India and the bidders who do not comply with the said circulars are not eligible to participate in the RFP.

#### **j. Marketing**

- Analysing and identifying customer base for campaigns.
- Designing of marketing campaigns/program for rewards program, artwork, E-mailers, poster, leaflets, catalogues etc. by bidder to help bank to carry promotion for Loyalty Reward Program.
- Deploying regular SMS and Emails communication to customers for promoting the program.
- Debit card activation campaigns.
- Studying and providing information and reports on various trends and impact of campaigns implemented.

Note: Bidder should follow relevant TRAI guidelines while contacting customers through SMS/calls.

#### **k. Partner Management**

Bidder will acquire and manage a host of partner merchants across various categories where bank customers will be able to redeem loyalty points and can earn additional points at certain merchants.

#### **l. Customer Support Centre**

The Bidder should maintain and manage a call center to handle inbound and outbound customer calls regarding the loyalty program management, redemption, accrual and any other issues or feedback from the customers.

#### **m. Turn Around Time**

The customer query should be responded within 3 days of raising the complaints.

The customer query should be resolved within 1 week of raising the complaints.

#### **n. Reporting/MIS**

Bidder should provide all reports, MIS, analytics etc. as follows as and when desired:

- i. Monthly /Weekly report on customer's profile/accrual data in cardholder's account as desired by Bank
- ii. Monthly/Weekly report on number of redemption requests/serviced as desired by Bank.
- iii. Monthly/Weekly statement on lapsed points as desired by Bank.
- iv. Monthly/Weekly report on nature of redemption/category wise redemption as desired by Bank.
- v. Any information or MIS report requested by the bank should be provided by the Bidder during the contract at a proposed frequency & format by the Bank.
- vi. Monthly report experiences, vouchers, offers etc. requested Monthly report on customer's profile created.
- vii. Monthly report on accrual data in customer's accounts Monthly breakup of points accrued, redeemed and lapsed, as per the specifications by the Bank.
- viii. Insights into the program for better decision management and campaign management

#### **o. Audit Trail**

Bidder will maintain and provide an audit trail of point accrued and redeemed by the customers. The Bank will regularly conduct an audit of the Bidders system from time to time. Audit logs and application logs should be retained as per Bank's standards and Bank's customizations (wherever required).

#### **p. Traffic Management**

The website should have the ability to handle traffic smoothly with a rich customer experience.

#### **q. Language Support**

The website should be navigable by members/customers in English,Hindi & Regional Language.

#### **r. Management**

The Web Site coding should be flexible to incorporate changes to customer interface for promoting and managing campaigns & for any other purposes as and when required by the Bank or with the approval of Bank.

#### s. Security

Privacy & Secure Storage of Customer Profile/Data is of paramount importance and should be maintained effectively & efficiently.

All the integrations / interfaces required with the various software applications of the bank like Core Banking, SMS, Email, SIEM (Security information and Event Management), Web Application Firewall and other business and security applications need to be got done by the bidder without any extra cost. The bidder will provide all the built in APIs/SDK/PWA and get the requirements customized / configured as per the requirements.

Anti-malware capabilities should be integrated in the software application.

A certificate should be given by the bidder that the solution provided is free from vulnerabilities, malwares and any covert channels in the code.

In Future, due to any regulatory guidelines issued by any concerned authorities regarding providing services from Bank's own premises, then vendor should have the capacity to provide the same.

#### C. Marketplace

- a. The bidder must provide a Merchant Marketplace Platform, as a turn-key solution which can be easily integrated into the Bank's mobile applications or should be able to integrate with other marketplace solution providers.
- b. The bidder should provide multiple services right from the Bank's app / website (along with standalone solutions) making it a one-stop-shop to avail multiple daily use-case services and derive benefits of network effect both online and offline offers.
- c. The bidder should provide a great user experience to build customer engagement and stickiness as per the Bank's requirement time to time.
- d. The bidder should integrate the loyalty program and give customers a wide choice for redemption.
- e. To complete transactions on the app, the Bank's payment methods must be integrated.
- f. The bidder should also provide customizable dashboards to the Bank, where the Bank will be able to track top metrics and funnel data. These dashboards will have the ability to visualize data in intuitive formats and can be exported on demand in multiple formats (viz. CSV, Excel, PDF etc.)

#### D. Offers Module

- a. The bidder must provide an offer management module to manage various offers and enable customers to get attractive offers and discounts at various merchant outlets.
- b. The bidder platform should support both online and offline offers
- c. To manage display of offers to Bank customers that includes defining target audience basis customer segment for showing specific offers to designated customer group and with easy discoverability features
- d. To facilitate customers to claim offers through the mechanism of triggering offer codes/QR Code etc.
- e. Bidder should be able to provide exclusive offers to the customers of the Bank.

- f. Bidder must provide an offer management module vide which the various offers of the bank can be published and campaign management of the banks can be managed (viz. Bank can launch a campaign in which more number of points will be offered to the customer who opens a first FD/RD via mobile banking app of the bank or more number of points can be offered on doing digital transactions during the campaign period on specific merchants/websites).

#### **E. Advanced Features Module**

The Platform should have the below advanced features which span across the modules:

- a. Real Time data - Bidder must enable a data transfer process post discussion with the Bank to accept and update the data as soon as it has been transferred by the bank to ensure customers demographic and contact details are updated on a real time basis.
- b. Cross Sell - Bidder to provide the bank access to a module to upload offers to be provided to Bank Customers. The Cross-sell module will provide the Bank with maker checker controls to upload offers.
- c. Bidder should be able to integrate with various applications of the Bank provided by various service providers, as and when required.
- d. Affiliate Re-direction – The Bidder will make available various merchants and e-commerce websites for customers to view and select across various categories. Customer will be able to click and be re- directed to the selected merchant/ ecommerce website to complete the purchase.
- e. Intelligence & Geo Tagging – Using intelligence necessary offer recommendations must be provided to customers. Customers to get Offer notifications based on their geographical location, demographics and shopping behavior. The offers must be personalized based on customer transaction behavior.
- f. Compare & Shop – Customer must be able to view prices of merchandise/flights and hotels across various e-commerce platforms which they can click and be re-directed to the website to complete the purchase.
- g. Tiering – The bidder should be able to design a customer tier engine with each tier designated for different card/product as specified by the Bank.
- h. Differential Point Redemption – Value of the redemption point will be separate for different redemption categories in line with the Bank's requirements.
- i. Charity Redemption – The bidder should have the ability to integrate with various charity partners to enable customers to contribute towards various charitable causes.
- j. HNI Concierge – The Bidder to provide Premium Customers of the Bank with Concierge Service where the bidder will manage customized requests of Bank customers by being a single point of contact. The concierge services categories to include – Travel Services, Golf Services, Pet care and Spa Services.
- k. Experiences Redemption – The bidder should be able to allow Customers to purchase experience packages through the white label portal.

#### **F. Administration Module**

- a. The Bidder will provide an Administration module to the Bank to access individual customer details by mentioning a unique customer identifier. The bank must be able to get details of the customer loyalty points account such as - point accrued, points available and accrual and redemption transactions. The module should enable the Bank to get monthly accrual and redemption reports.



- b. Bidder should provide the admin login to bank for dash boards, data analysis (Merchant wise, top customer etc.),
- c. Bidder should provide the Changes in profile option in admin about changes that cannot be done at customer end, blocking/unblocking of some customer etc. Bidder should keep history of such changes.
- d. Bidder should be able to provide the option in the admin menu to transfer the points from one bank unique identifier to another bank unique identifier.
- e. Bidders should have the capability to integrate with the Bank's Enterprise Data warehouse to get customer data.
- f. Bidder should be able to provide a permission / access management/Super user mechanism in the Administrator portal where the rights and capabilities of the admin users can be managed allowing them the related rights to the modules of the Admin portal.

### **3 EXTENSION OF PROGRAM**

Bidder should have capability of extending the Bank's Loyalty Program by adding channels to the existing program.

### **4 TIMELINES / DELIVERY SCHEDULE**

The selected Vendor is expected to complete the implementation of Loyalty Rewards Program (including all necessary testing/ sign offs, production movement, including Bank, Bank's vendor and third-party dependencies, etc.) Within a period of 3 months from the date of acceptance of Purchase Order. Bank may levy penalty as per the General Terms and conditions.

### **5 OTHER**

- i. The Bank will have the right to audit the location of the Bidder through its Internal /External auditors as per its requirement from time to time.
- ii. In case the software OEM is not able to provide support to the platform due to merger /acquisition / change in business focus / change of the Management etc., the bidder will arrange to replace the solution with a supported product meeting the full requirements of the Bank without any extra cost.
- iii. The bidder will arrange to comply with all the regulatory guidelines issued by the Regulators and applicable for the respective solution, without any extra cost to the Bank.
- iv. The selected bidder should facilitate transition of the program to an alternate service provider identified by the Bank, or to the bank on completion of their contracted term, without any extra cost to the Bank.
- v. Any new technological advancement/market trend followed by peer Banks in providing impetus to the existing Rewards Program will automatically become part of the scope, without any extra cost to the Bank.

## **SECTION – IV**

### **Eligibility Criteria and Selection Procedure**



#### **1 ELIGIBILITY CRITERIA**

It is mandatory for the potential bidders to ensure that the following minimum eligibility criteria are met to participate in the Process:

Sl.	Details	Support Documents to be submitted
1.	The bidder should be registered as a company in India as per Company Act 1956 & 2013/ Partnership Bidder registered under LLP Act, 2008, operating since last 5 years as on the date of Bid Submission date of RFP.	Certified copy of Certificate of Incorporation in case of a private limited company and Certificate of Commencement of Business in case of a public limited company.
2.	The Bidder should have expertise in providing an End-To-End Loyalty Program Management Solution for at-least 1 Scheduled Commercial Banks/ Public Sector Banks (excluding RRBs, all type of cooperative Banks, SFB and Payments Banks) within India including a dedicated interactive secure online website for a loyalty rewards program with SSL which enables customers to register, inquire about loyalty points and request for redemptions.	The Bidder should submit a certificate issued by the respective Banks or Bank Business Units for the same. The certificate should be as per Annexure provided.
3.	The Bidder should be certified with PCI-DSS standards (version 3.2 or above).	Copy of the relevant certificate/documentary proof to be submitted. The Bidder must provide the latest certificate (version 3.2 or above) the FY 24-25 along with details or reference regarding the renewal process. The Bidder must provide a valid certificate at the time of acceptance of PO.
4.	The Bidder should have the arrangement for both primary Data Center and DR center with full back up and the Data Center should be ISO 27001 certified. The Bidder shall comply with the Storage of Payment Data norms vide circular number RBI/2017-18/153 DPSS.CO.OD No. 2785/06.08.005/2017-2018 issued by Reserve Bank of India on 6 April 2018.	The Bidder shall submit the System Audit Report (SAR). The audit should be conducted by CERT-IN empaneled auditors certifying completion of activity.
5.	The Bidder should have a stable and scalable loyalty technology platform of its own (not licensed) with access to source code, so that any changes required by the Bank may be carried out expressly.	Declaration to this effect must be submitted by the Bidder.
6.	The Bidder must initially have the capability of managing and maintaining a minimum of 2 Crore customer accounts and should be able to ramp up the capacity further in the future.	Proof to this effect must be submitted by the Bidder



7.	The Bidder should have the capability of processing 5 Crore transactions per month at the time of the submission of RFP and should be able to ramp up the capacity further in the future.	Proof to this effect must be submitted by the Bidder.
8.	Bidders should have operating profit for two years out of last three financial years to apply for the RFP.	Proof to this effect must be submitted by the Bidder.

  <b>RFP for Selection of Service Provider for Loyalty Rewards Program for Various Digital Channels: Debit Card, UPI, Internet Banking, Mobile Banking etc.</b>		
9.	The Bidders should have the infrastructure for providing timely support and attending to the customer grievances about the loyalty program.	A declaration to this effect must be submitted by the Bidder.
10.	The Bidder should have a minimum average annual turnover of INR 10 Crore during the last three financial years i.e. 2021-22, 2022-23, 2023-24.	Audited financial statements for the previous 3 years to be submitted as per Annexure 20.
11.	The Bidder should have a positive Net Worth in the last three Financial Years (2021-22, 2022-23, 2023-24).	CA Certificate should be provided for the same.
12.	The Bidder should have the capability of providing accelerated point accruals on transactions and point redemption at Partner Merchant outlets with an existing network of at least 2000 Merchant Outlets.	A declaration to this effect must be submitted by the Bidder.
13.	The Bidder should not have been blacklisted by any Govt. / Govt. Agency /Bank(s) / Financial Institutions in India or overseas in the last three years.	The Bidder must submit self-certification on its letterhead.
14.	The Bidder should have ability to manage redemption of loyalty points through the IVR channel.	The Bidder must submit self-certification on its letterhead.
15.	The Bidder should have ability to provide complete audit trails of points earned and redeemed.	The Bidder must submit self-certification on its letterhead.
16.	Litigation Certificate to be submitted by the Bidder	The Bidder must submit the same as per Annexure 19
17.	Labor Law Compliance Undertaking	Bidder to submit self-declaration of labor law compliance as per Annexure 24.
18.	Bug Free Software	Bidder to submit undertaking as per Annexure 25
19.	Undertaking to adhere all the points mentioned in 2.B.f. “Technology Platform” under Section III “Broad Scope of Work and Key deliverables”	The Bidder must submit self-certification on its letterhead.

\*The local content requirement to categorize a supplier as Class-I local Supplier is minimum 50%.

Local content means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percentage.

Only those bidders fulfilling the eligibility criteria (Refer Point 4.4 above) will be eligible to participate in the RFP. Bidder must comply with all the guidelines laid out by RBI & other regulatory authorities.

## **2 BIDDING PROCESS**

For the purpose of the present job, a two stages bidding process will be followed. The response to the present tender will be submitted in two parts:

- Technical bid
- Commercial bid

The bidders will have to submit the technical bid and commercial bids in online through GeM portal only.

### **a) TECHNICAL BID**

The bid shall be submitted online only. TECHNICAL BID will contain all the supporting documents regarding eligibility criteria, scope of work, Technical aspects, Compliance statement and Terms & Conditions etc. mentioned in the RFP, and NOT contain any pricing or commercial information at all. Technical bid documents with any commercial information will be rejected.

In the first stage, only TECHNICAL BIDs will be opened and evaluated. Bids of only those bidders would be evaluated further on Technical parameters who comply with all the eligibility criteria's. Only those bidders confirming compliance to all the terms & conditions of RFP document and Technical functionalities shall be short-listed for commercial stage.

### **b) COMMERCIAL BID**

Commercial BID shall be submitted **online only**. In the second stage, the COMMERCIAL BID of only those bidders will be opened; who will comply with all the eligibility criteria's and will confirm compliance to all the terms & conditions of RFP document and Technical functionalities in the Technical Evaluation Stage and who qualifies the technical evaluation.

Any bid document not conforming to any one of the above terms will be rejected.

Bidders who have NOT paid the cost of the RFP Document and Bid security Fees, his/their bid documents shall be summarily rejected and he/they shall not be liable/permitted to participate in bidding process Commercial Bid will be opened for those Bidders only who will qualify in Technical Bid.

## **3 INSTRUCTIONS TO BIDDER**

- This RFP document is not transferable.
- Bidders are advised to study and examine the RFP carefully before submission.
- The response to this RFP should be full and complete in all respects. Incomplete or partial bids will be rejected. The bidder must quote for all the items asked for in this tender.
- The bidder shall bear all costs associated with the preparation and submission of the bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the bank. The bank will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- The bank reserves the right to reject the bidder's assertion of compliance to a requirement, if the detailed response is found unsatisfactory or contradictory.
- The cost of preparing the proposal including visit / visits to the Bank is not reimbursable.
- The bank may extend the time for submission of the bids.
- Joint bidding and consortium of any form is not allowed.



#### **4 PRE-BID QUERIES**

The prospective bidders may mail their queries through e-mail on [smdebitcard@centralbank.co.in](mailto:smdebitcard@centralbank.co.in) as per the timeline scheduled.

The bank shall hold pre –bid meeting as per the given time at ‘Digital Payment and Transaction Banking Department, Central bank of India, MMO Building, 1<sup>st</sup> Floor, Fort, Mumbai 400023’ to clarify the queries raised by bidders through mail. Up to two authorized persons shall be eligible to attend the Pre-bid meeting. The authorized persons shall produce the letter as per **Annexure 23** while attending the Pre-Bid meeting. No request for change in date and time shall be entertained and the Bank shall hold the meeting even if any prospective bidder / some prospective bidders / their authorized representatives choose to remain absent during the meeting. No individual consultation with respect to this RFP other than the pre-bid meeting shall be entertained.

The Bank shall not consider any request for time extension for bid-submission on account of late receiving/downloading of RFP by any prospective bidder. The bids not accompanied by the Demand Draft / Pay Order /BG for participation fee and Earnest Money Deposit of requisite amount shall be out rightly rejected.

The bidder should provide support during the transit period in case any exercise of right to exit/terminate the contract due to any issue.

#### **5 AMENDMENT OF BIDDING DOCUMENT**

At any time prior to the deadline for submission of clarifications/bids mentioned in the schedule of activities, the Bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding document by amendment / corrigendum.

Amendments if any will be published on Bank’s Website.

#### **6 PRICE COMPOSITION**

- a. The commercial should be quoted in the commercial bid form attached to this bid (**Annexure 7**).
- b. The prices should be firm and not dependent on any variable factors and expressed in Indian Rupees.
- c. The prices should be as per Annexure to be charged. During the offer validity and subsequent contract period, the bidder will absorb any upward revision of prices in case of custom duties, taxes, levies, Govt. duties etc. and pass on the benefit to Bank in case of downward revision of Govt. taxes, levies, etc.
- d. The rates quoted in commercial bid should be inclusive of all taxes including GST. However, GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product. Bank will not pay any other price / cost /tax except that which has been quoted in the commercial bid.



## **7 DO'S AND DON'TS FOR BIDDER**

- Registration process for new Bidder's should be completed at the earliest.
- The GeM portal is open for upload of documents with immediate effect Hence Bidders are advised to start the process of upload of bid documents well in advance.
- Bidders have to prepare for submission of their bid documents online well in advance as the upload process of soft copy of the bid documents requires encryption (large files take longer time to encrypt) and upload of these files to e-procurement portal depends upon bidder's infrastructure and connectivity.
- To avoid last minute rush for upload bidder is required to start the upload for all the documents required for online submission of bid one week in advance.
- Bidder to initiate few documents uploads during the start of the RFP submission and help required for uploading the documents / understanding the system should be taken up with e-procurement bidder well in advance.
- Any request by bidder for extension of timeline for Bid submission may not be entertain by the bank. Bank decision in this regard will be final.
- Bidder should not raise request for offline submission or late submission since only online submission will be accepted.
- Partial/incomplete submission of bids by the Bidder's will not be processed and will be rejected.

## **8 TERMS & CONDITIONS OF ONLINE SUBMISSION**

1. Bank has decided to determine L1 through bids submitted on GeM portal only. Bidders shall bear the cost of registration on the GeM portal.
2. Bidder shall bear all costs associated with preparation and submission of its Bid.
3. Bidders will be participating in Tendering event from their own office / place of their choice. Internet connectivity /browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
4. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider or Bank is not responsible.
5. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the Tendering Auction successfully.
6. However, to avoid any inconvenience / complication on the last day of bid submission, it is advisable to submit the bid one day before the last date.
7. Failure of power at the premises of bidders during the Tendering cannot be the cause for not participating in the Tendering. On account of this, the time for the Tendering cannot be extended and BANK is not responsible for such eventualities.
8. Bank and / or GeM will not have any liability to Bidders for any interruption or delay in access to site of Tendering irrespective of the cause.
9. GeM portal will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, portal will receive the bids up to the appointed time on the next



working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.

10. During the submission of bid, if any bidder faces technical issues and is unable to submit the bid, in such case the Bank reserves its right at its sole discretion but is not obliged to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service provider.
11. Utmost care has been taken to reduce discrepancy between the information contained in the portal and this Limited Tender document. However, in event of any such discrepancy, the terms and conditions contained in this Limited Tender document shall take precedence.
12. Bidders are suggested to attach all eligibility criteria documents with the Annexures in the technical bid.

## **9 OPENING OF BIDS**

### **A) Opening of Technical Bids**

- a) The Bank will open the Part I of the bid (Technical bid) in the presence of bidders' representatives who choose to attend as per schedule given in Activity Schedule of RFP. No separate intimation will be given.
- b) In case the bid opening date falls on a holiday, the bids shall be opened at the same time on the next working day.
- c) The Bank may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents.

### **B) Opening of Commercial Bids**

The Bank will open Part II (Commercial Bid) of the bidders shortlisted in the Technical evaluation. Bank will inform the shortlisted bidders about the time/venue of opening of price bids.

## **10 REVERSE AUCTION**

Bank will hold Reverse Auction in the event of two or more bidders are commercially eligible. Final price shall be arrived after Reverse Auction. Reverse Auction/s will be conducted on mandatory items only (**Table of Commercial bid format**). Base Price, bid decrement value will be as per Bank's Discretion and will be communicated to all commercially eligible bidders only for seeking acceptance.

It will be mandatory for all the bidders to quote rates of all components that are required as per RFP. The rates of all the items will be negotiated with the successful bidder only, if required by Bank.

- a. If the commercially eligible bidders do not accept the base price and bid decrement value fixed by the Bank within the stipulated time given by the Bank, in such a situation Bank reserves the right to disqualify that/those bidder(s) from further RFP process.
- b. After giving the acceptance by bidder(s) for the base price and decrement value, if the bidder(s) do not login in the GeM portal during the Reverse Auction or refuse to participate in Reverse Auction at any time thereafter, then the bidder(s) will automatically get disqualified for further RFP process.
- c. During the course of Reverse Auction if eligible bidders accept the base price and do not place any bid below the accepted base price after logging into the Reverse Auction portal, then out of these bidders, the one who has quoted least total price in Table of Commercial bid format (Annexure 07)





shall be treated as L1 bidder and Bank reserves the right to further negotiate with L1 bidder and finalize the final prices.

In case of any situation where Bank is left with only one eligible bidder, then Bank reserves the right to negotiate with that bidder and final price shall be arrived.

## 11 EVALUATION PROCESS

After opening of the technical bids, all the documents and annexure (except commercial documents/offer) will be evaluated first by the Bank.

- ❖ The Bank will set up a Selection Committee for evaluation of the Technical Bids submitted by the bidders.
- ❖ The Selection Committee shall evaluate the Technical Proposals only for those bidders who satisfy the pre-qualification / Eligibility criteria as referred in this document. The technical proposals will be evaluated on the basis of their responses specified in this document. Evaluations will be based on documentary evidence submitted by the bidder with respect to evaluation / selection criteria demonstrating its technical capabilities and competence.
- ❖ The bidder will have to demonstrate proven capabilities in each of the segments as defined under the terms of reference and due weightage will be given to each segment in the overall scoring.
- ❖ Each responsive proposal will be evaluated technically. A Proposal shall be rejected at this stage if it does not respond adequately to aspects of the RFP or if it fails to meet the minimum technical criteria as indicated in this document. The Technical proposals which are unsigned and incomplete shall not be considered.
- ❖ A presentation before the Selection Committee of the Bank is to be made by the eligible Bidder on their understanding of the key considerations, proposed Methodology and Approach to be adopted, and proposed team, Work Schedule and Activity Schedule etc. The technical capabilities & competence of Bidder should be clearly reflected in the presentation.
- ❖ The date & time of presentations will be notified by the Bank, no changes in the schedule will be entertained thereafter.
- ❖ The technical capabilities and competence of the potential Firm reflected in the technical proposal made available should be consistent with the presentation to be made before the committee.

### First Stage: (Technical Evaluation)

1. Bid document must be submitted through GeM portal. **All Bid Document must be signed in Full (no initials) by the authorized signatory and stamped by Bidder's Official seal.** All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party..
2. All third party documents must be signed by their authorized signatory and his/her designation, Official e- mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third party document may make the bid liable for rejection.
3. Technical bid opening will be done in presence of authorized representatives of all the bidders (if they choose to be present) who have submitted technical bid successfully within the stipulated time lines set by the Bank.



4. First of all, the RFP Cost and Bid security Fees of all bidders will be verified. If any RFP Cost/Bid security fee is not found in order, that bidder will be declared ineligible for further participating in the tender process.
5. After that technical bids will be evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and confirming compliance to all the terms & conditions of RFP document would be further evaluated on technical parameters.
6. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for further process.
7. Bank will determine to their satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of the Bank will be final in this regard.
8. The determination will take into account bidder's financial, technical and support capabilities as per RFP, based on an examination of documentary evidence submitted by bidders.
9. The Bank reserves the right to accept or reject any product/ item/ technology/ module/ functionality proposed by the bidder without assigning any reason thereof. The Bank also reserves the right to reject any Bid, in case any of the Technical Specification mentioned in the RFP is not in compliance to Bank's requirement. Decision of the Bank in this regard shall be final and binding on the bidders.

### **Second Stage: (Commercial Evaluation)**

In the second stage, the COMMERCIAL BID of only those bidders will be opened who will comply with all the eligibility criteria and confirm compliance to all the terms & conditions and technical specifications of the RFP document.

1. The commercial bids shall be opened in the presence of shortlisted bidders, if they choose to be present. The intimation of time and place of opening of commercial bids will be informed separately to the shortlisted bidders only. If the shortlisted bidders or their duly authorized representatives are not present, the commercial bids will be opened in their absence. No information regarding the Commercial opening will be provided later to the bidders who did not attend the commercial opening, neither telephonically nor through mail.
2. After opening of commercial bids as above, commercial evaluation & verification of the bids will be done by the Bank.
3. The bidders will be required to quote for all the items required by the Bank.

### **Third Stage: (Reverse Auction)**

Bank will conduct Reverse Auctions for arriving at L1/ L2/ L3 as per the GeM guidelines.





## 12 TECHNICAL BID EVALUATION CRITERIA

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 below:

S.N.	Evaluation Criteria	Selection Parameters	Max Marks	Marks Obtained
1	Experience in managing end-to-end loyalty programs for Scheduled Commercial Banks/ Public Sector Banks in India.  Proof from all banks in the format as specified in Annexure 18.	<b>25 marks:</b> 3 or more Scheduled Commercial Banks/ Public Sector Banks (excluding RRBs, all type of cooperative Banks , SFB and Payments Banks)  <b>20 marks:</b> 2 Scheduled Commercial Banks/ Public Sector Banks (excluding RRBs, all type of cooperative Banks , SFB and Payments Banks)  <b>15 marks:</b> 1 Scheduled Commercial Bank/ Public Sector Bank (excluding RRBs, all type of cooperative Banks , SFB and Payments Banks)	25	
2	Number of Customer Loyalty Accounts managed Proof in the format as specified in Annexure 19	<b>5 marks: more than 2 crore accounts</b> <b>2 marks: 1-2 crore accounts</b> <b>1 mark: Up to 1 crore accounts</b>	5	
3	Number of Banking channels managed from amongst the following list:  i. Debit cards ii. Credit cards iii. Internet Banking iv. Mobile Banking v. UPI  Relevant Documentary Proof/Self Declaration to be submitted	<b>05 marks:</b> All the 5 channels <b>03 marks:</b> 3-4 channels <b>02 marks:</b> 2 channels <b>01 mark:</b> 1 channel	5	
4	Ability to support multiple languages on the program portal of the Bank.  List of languages supported to be provided	<b>03 marks:</b> Capability to support >=2 languages on the Bank Program portal  <b>1 marks:</b> No capability to support languages other than English on the Bank program portal	3	
5	Capability to provide Offer Module managing various offers.	<b>03 marks:</b> Capability in providing Offer Module managing various offers  <b>0 marks:</b> No capability in providing Offer Module managing various offers	3	

6	Capability to use necessary intelligence and Geo Tagging.	5 marks: Capability to use necessary intelligence and Geo Tagging 0 marks: No Capability for use of necessary intelligence and Geo Tagging.	5	
7	Capability to integrate with various channel partners	5 marks: Capability to integrate with various channel partners 0 marks: No Capability to integrate with various channel partners	5	
8	Capability of providing multiple options for customers to redeem their loyalty points across various redemption categories. 1 Relevant Documentary Proof/Self Declaration to be submitted	7 marks: Capability in providing redemption across 12 or more categories 5 marks: Capability in providing redemption across 6 to 11 categories 0 marks: Capability in providing redemption across less than 5 categories	7	
9	Ability to provide Premium Customers of the Bank with Concierge Service where the bidder will manage customized requests of Bank customers by being a single point of contact.	03 marks: Ability to provide Premium Customers of the Bank with Concierge Service 0 marks: No Ability to provide Premium Customers of the Bank with Concierge Service	3	
10	Capability to provide customers the option to view their Reward point statement and to redeem their loyalty points across categories through: i. Dedicated Mobile Application both in iOS & Android Platforms ii. Web Portal iii. Interface with Bank's Mobile Banking/Internet Banking Relevant Documentary Proof/Self Declaration to be submitted	3 marks: Capability in providing reward point statement and redemption through all the 3 platforms 0 marks: No capability in providing reward point statement and redemption through all the 3 platforms	3	
11	Number of direct retail Merchant tie- ups where customer can earn accelerated rewards points and/or redeem reward points (either online or off line). Number of direct merchant tie-ups to be provided.	3 marks: Ability to provide tie-up with 35+ merchants 2 marks: Ability to provide tie-up with 30+ merchants 1 marks: Ability to provide tie-up with 20+ merchants	3	

12	Ability to manage redemption using Points + Bank's other electronic payment channels Relevant Documentary Proof/ Self Declaration to be submitted	2 marks: Capability to manage redemption using Points + Bank's other electronic payment channels 0 marks: No capability to support redemption using Points + Bank's other electronic payment	2	
13	Ability to provide an Administration module to the Bank to access individual customer reward point plus redemption details along with detailed MIS as desired.	4 marks: Ability to provide an Administration module 0 marks: inability to provide an Administration module	4	
14	Fully integrated communication management to send e-mail/ SMS/Whatsapp and customized campaigns at every step of the loyalty program process. Relevant Documentary Proof/ Self Declaration to be submitted	2 marks: Capability to provide integrated communication management 0 marks: No capability to support integrated communication management	2	
15	Loyalty Program Methodology and Approach evaluation based on vendor's presentation about (25 Marks)			
	Offered solution,		10	
	Approach		5	
	Implementation methodology, Timelines		5	
	Support system		5	
	<b>Total Points</b>		<b>100</b>	

\*The Bidder will have to demonstrate proven capabilities in each of the segments as defined under the terms of reference and due weightage will be given to each segment in the scoring under this parameter.

Only those bidders confirming compliance to all the terms & conditions of RFP document and score minimum 70% in the Technical Score Evaluation shall be short-listed for commercial stage.

Final decision for qualification in Technical Evaluation is at the discretion of the Bank.

### 13 PROCEDURE FOR FINALISING THE SUCCESSFUL BIDDER

#### (1) Determination of L1 Price:

Contract will be awarded to the L1 Bidder; however, for arriving at L1, Bank will conduct Reverse Auction as mentioned elsewhere in the RFP document.

#### (2) PRICE VARIATION FACTOR

“If a bidder quoting higher prices, higher by more than 20% as compared to the average quoted prices (of all technically qualified bidders) for all items in aggregate, the same bidder shall not be called for reverse auction process”. If due to such price variation factor, a bidder is not found eligible to be called for reverse auction and only one bidder is left commercially eligible, in such a situation, Bank reserves the right to negotiate with the L1 bidder.

## **14 AWARD OF CONTRACT**

On completion of evaluation process of Technical & commercial bids as given in evaluation process, Bank will determine the L1 bidder on the basis of reverse auction and the contract will be extended based on mutually agreed-upon terms.

- The selected successful Bidder will sign the Contract/Agreement with the Bank.
- The selected successful bidder will also provide the performance bank guarantee of an amount equivalent to 1% of contract value within 30 days from the date of acknowledgement of Purchase Order.
- Purchase order (PO) issued will be an annexure for such Contract/Agreement.
- In case of merger of any other entity with the bank, the terms and conditions as per this RFP will remain valid till the **contract period of 3 years** or extended period in accordance with RFP as may be applicable.
- If there is further extension for the contract. Fresh commercials will be called and contract will be extended on mutually agreed commercials.
- The bank reserves the right to engage multiple service providers for loyalty rewards. Successful Bidder cannot raise the objection for this.
- If bank on boards any other vendor for points redemption. Bidder has to integrate the system with other service provider.

## **15 INSPECTION AND AUDIT**

- It is agreed by and between the parties that the Service Provider shall get itself annually audited by internal/external empaneled Auditors appointed by the Bank/ inspecting official from the Bank, Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the service provider shall submit such certification by such Auditors to the Bank. The service provider and or his / their outsourced agents /sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them without any delay or/and protest. All costs for such audit shall be borne by the Bank.
- Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same within 15 days and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed.
- Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and or any regulatory authority required for conducting the audit. The Bank reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the Service Provider (e.g.,

financial, internal control and security reviews) and findings made on the Service Provider in conjunction with the services provided to the Bank.

- The Bank has the right without notice to inspect immediately as per circumstances as decided by bank, and test the infrastructure, software and procedures being followed for this engagement by Service Provider at any time.
- The Bank may audit Service Provider's records during normal business hours related to the Services covered under this Agreement.
- The service provider should comply with the security controls parameters as defined by regulatory authorities.

## **16 GENERAL TERMS & CONDITIONS**

### **16.1 REJECTIONS OF BIDS**

The Bank reserves the right to reject the Bid if:

- i. Bidder does not meet any of the pre-bid eligibility criteria mentioned above.
- ii. The bid is incomplete as per the RFP requirements.
- iii. Any condition stated by the bidder is not acceptable to the Bank.
- iv. If the RFP and any of the terms and conditions stipulated in the document are not accepted by the authorized representatives of the bidder.
- v. Required information not submitted as per the format given.
- vi. Any information submitted by the bidder is found to be untrue/fake/false.
- vii. The bidder does not provide, within the time specified by the bank, the supplemental information / clarification sought by the bank for evaluation of bid.

The Bank shall be under no obligation to accept any offer received in response to this RFP and shall be entitled to reject any or all offers without assigning any reason whatsoever. The Bank may abort entire process at any stage without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for Bank's action.

In order to promote consistency among the Proposals and to minimize potential misunderstandings regarding how the Bank, the format in which Bidders will specify the fundamental aspects of their Proposals, will interpret Proposals has been broadly outlined in this RFP.

Any clarifications to the RFP should be sought by email as per the dates mentioned in “**Tender Notice- Bid details in Brief**”. Responses to the queries will be uploaded on Bank's website through corrigendum notice within 1 week from last date of submission of queries of the bidders. Bank at its option may hold a pre-bid meeting, to answer all the questions / queries submitted by email, the date for which would be intimated through corrigendum notice which will be uploaded on bank's website.

Proposals received by the Bank after the specified time on the last date shall not be eligible for consideration and shall be summarily rejected.

In case of any change in dead line the same shall be updated on the Bank's website and shall be applicable uniformly to all bidders.

### **16.2 REPRESENTATION AND WARRANTIES**

The Bidders represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- i. That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the RFP and unless the Bank specifies to the contrary, the Bidder shall be bound by all the terms of RFP.
- ii. That all the representations and warranties as have been made by the Bidder with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of this Contract.
- iii. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.
- iv. That there are –
  - (a) no legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under this Contract; and
  - (b) No inquiries or investigations have been threatened, commenced or pending against Bidder or any sub-Bidder / third part or its team members by any statutory or regulatory or investigative agencies.
- v. That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- vi. That all conditions precedent under the Contract has been complied.
- vii. That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract:
  - a) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or government authority binding on the Bidder,
  - b) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a Party or by which it or any of its property or assets is bound or to which it may be subject or
  - c) Will violate any provision of the Memorandum and Articles of Association of the Bidder.
- viii. That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
- ix. That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Bank, which may directly or indirectly have a bearing on the Contract or the project.
- x. That the Bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.
- xi. That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property



Rights, which are required or desirable for the project and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations are being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Bank indemnified in relation thereto.

- xii. Any intellectual property arising during the course of the project under this contract related to tools/ systems/ product/ process, developed with the consultation of the bidder will be intellectual property of the Bank.

### **16.3 RELATIONSHIP OF PARTIES**

- i. Nothing in this prospective Contract shall constitute any fiduciary relationship between the Bank and the successful Bidder/Bidder's Team or any relationship of employer – employee, principal and agent, or partnership, between Central Bank of India and Successful Bidder.
- ii. No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Contract.
- iii. Central Bank of India has no obligation to the successful Bidder, except as agreed under the terms of the Contract.
- iv. All employees/personnel/ representatives/agents etc., engaged by the Successful Bidder for performing its obligations under the Contract/RFP shall be in sole employment of the Successful Bidder and the Successful Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall Central Bank of India be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury / death / termination) of any nature to the employees/personnel/representatives/agent etc. of the Successful Bidder.
- v. The Successful Bidder shall disclose to Central Bank of India in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Successful Bidder or its team/agents/representatives/personnel etc.) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

The Successful Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless Central Bank of India first gives the Successful Bidder its prior written consent.

The employees engaged by the bidder Company Successful Bidder shall be deemed to be the employees of bidder Company Successful Bidder only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The bidder Company Successful Bidder alone would comply with the statutory obligations and Labor Regulations/ Rules in this regard. None of the provisions of this Agreement shall be deemed to constitute a partnership or joint venture or employee- employee relationship between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other nor there is a master –servant relationship between the parties. The relationship is on principal to principal basis.



The bidder company Successful Bidder shall be responsible for payments of all statutory dues with respect to each of his personnel/employees engaged by him to render service under this Agreement with respect to each applicable/extant labour law, including, the Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Employees' State Insurance Act, 1948, The Payment of Gratuity Act, 1972, The Maternity Benefit Act, 1961, The Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/contributions under any labor legislations as applicable, remain payable with respect to his personnel/employees. The bidder company Successful Bidder will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to his personnel/employees under applicable labor legislations".

#### **16.4 NO ASSIGNMENT**

The contract cannot be transferred or assigned by the Bidder without the prior written approval of the Central Bank of India. That if the successful Bidder hires another person/entity to assist it in the performance of its obligations, under the contract, as may be subsequently entered into at the discretion of Bank or assigns any portion of its rights or delegates any portion of its responsibilities or obligations to another person in any manner thereunder, subject to Bank's prior written consent, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality.

#### **16.5 NO RIGHT TO SET OFF**

In case the Bidder has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this empanelment to the Bidder for any payments receivable under and in accordance with that business.

#### **16.6 PUBLICITY**

Any publicity relating to the work to be carried out in BANK towards this project is strictly prohibited. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary and prior permission has been taken from Bank. All the bidders must give a declaration in this regard duly signed by them.

#### **16.7 CONFLICT OF INTEREST**

The Bidder shall disclose to the Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of performing the services / empanelment as soon as practical after it becomes aware of that conflict.

#### **16.8 SOLICITATION OF EMPLOYEES**

Both the parties agree not to hire, solicit, or accept solicitation (directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and two 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 for 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.

### **16.9 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 certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/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 within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch 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 Consultation 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.

### **16.10 ASSOCIATE**

The successful bidder may associate a part of work only, with explicit consent of Bank, subject to the condition that only part of the activity for which bidder does not have capability may be taken with the help of an associate.

Any association to be done in the entire process to be provided to Bank with Technical Bid beforehand along with technical details of the Scope of Work being done by an associate. A confirmation letter, along with credential details from the associate addressed to the Bank to be submitted. The associate must have minimum 5 years' experience in the respective area. The acceptance of the associate will be subject to the technical abilities of the associate and credentials of associate will not be considered for technical evaluation. The prime responsibility of the associate will be that of the bidder.

If any company / bidder /firm bid as an individual bidder then the said bidder will not be eligible to act as an associate for other Bidders. A company/firm is an associate of a Bidder (A) then the said company/ firm cannot be an associate of a Bidder (B).

Bank reserves the right to check the work done by associate anytime during the course of the contract.

### **16.11 INDEMNITY**

The successful 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:

- iv. Bank's authorized / bona fide use of the Deliverables and /or the Services provided by bidder under this assignment ; and/or
- v. Negligence or wilful misconduct of the bidder and/or its employees, agents, associate of the bidders in performance of the obligations under this assignment; and/or
- vi. Claims made by employees or associate or associate's employees, who are deployed by the bidder , against the Bank; and/or

- vii. 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 associate, or
- viii. Breach of any terms, representation or false representation or inaccurate statement or assurance or covenant or warranty of the successful bidder under this assignment; and/or
- ix. Breach of confidentiality obligations of the successful bidder; and/or
- x. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;

Bank shall notify the bidder in writing as soon as practicable when the Bank becomes aware of the claim, and the successful bidder will cooperate in the defense and settlement of the claims.

Bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or others in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of contract. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon. In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine/licenses supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidder cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.

The bidder shall have sole control of the defense and all related settlement/ negotiations, and Bank will provide the bidder with the assistance, information and authority reasonably necessary to perform the above.

Indemnity would cover damages, loss or liabilities suffered by the Banks 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 not fulfilling its obligations under this clause within the period specified in the notice issued by banks, they have 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.

#### **16.12 SUBSTITUTION OF TEAM MEMBERS**

The BID should also contain resource planning proposed to be deployed for the project, which includes inter-alia, the number of personnel, skill profile of each personnel, duration of employment etc.

During the assignment, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of the Bank by providing alternate staff of same level of qualifications and expertise.

If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the Bidder during the course of this assignment

besides claiming an amount, equal to 1% of the contract value per week as liquidated damages. The Bank reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment. The Bidder will have to undertake that no such substitution would delay the project timelines.

### **16.13 LIMITATION OF LIABILITY**

- xi. The Service Provider's aggregate liability in connection with obligations undertaken as a part of this Project whether arising under the project regardless of the form or nature of the action giving rise to such liability shall be limited to the fee paid by the Bank to the Service Provider for the service.
- xii. The Service Provider's liability in case of claims by the banks resulting from its wilful misconduct or gross negligence, loss suffered by banks due to damage to real or tangible or intangible property by Service Provider, its employees and/ or subcontractors or loss suffered by banks due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be limited to the fee paid by the Bank to the Service Provider for the service.
- xiii. 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 the Service Provider as part of this Agreement.
- xiv. Under no circumstances the bank shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if the bank has been advised of the possibility of such damages, such as, but not limited to,
- xv. Loss of revenue or anticipated profits or lost business.
- xvi. Subject to any law to the contrary, and to the maximum extent permitted by law, bidder shall be liable to the bank for any consequential/ incidental, or indirect damages arising out of this agreement. However, the Bank will not be liable to bidders for any such consequential/ incidental, or indirect damages arising out of this agreement.
- xvii. All employees engaged by the party shall be in sole employment of the party and the party shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall other party be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the party.
- xviii. In the following circumstances limitation of liability shall not apply and the service provider shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the bank:-
  - g. Breach of the confidentiality provisions
  - h. Employment liabilities for service provider's staff relating to the period of their employment within contractual period while working with purchaser Bank and;
  - i. Any other liability that cannot be capped or excluded as a matter of applicable law and imposed by the statutory authority/ government bodies/ court tribunals etc.
  - j. Any other breach caused due to the non-performance of the obligations of the service provider under the Agreement.
  - k. This limit shall not apply to third party claims.

**16.14**

**CONFIDENTIALITY**

- xix. All Central Bank of India's product and process details, documents, data, applications, software, systems, papers, statements and business/customer information which may be communicated to or come to the knowledge of the successful bidder or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the successful bidder irrevocably agrees and undertakes and ensures that the successful bidder and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of CBoI nor shall use or allow to be used any information other than as may be necessary for the due performance by the successful bidder of its obligations hereunder.
- xx. The successful bidder shall not make or retain any copies or record of any Confidential Information submitted by Central bank of India's other than as may be required for the performance of the Vendor obligation under this Agreement.
- xxi. The successful bidder shall notify Central Bank of India promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- xxii. The successful bidder shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable the successful bidder shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by successful bidder or its affiliates. The successful bidder shall 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.
- xxiii. The successful bidder hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of this Agreement or disclose the information submitted by Central bank of India under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing it's any obligations under this Agreement.
- xxiv. It shall be the incumbent duty of the successful bidder to undertake not to disclose any business related information of Central bank of India to any third person and the Vendor shall keep all knowledge of the business activities and affairs of Central bank of India strictly confidential and also to ensure that neither the successful bidder nor any of its officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of Central Bank of India.
- xxv. However the confidential information will not be limited to the information mentioned above but not include the following as confidential information:
- a) Without breach of these presents, has already become or becomes and/ or hereinafter will become part of the public domain;
  - b) Prior to the disclosure by Banks was known to or in the possession of the Vendor at the time of disclosure;
  - c) Was disclosed or parted with the prior consent of Central bank of India;
  - d) Was acquired by the successful bidder from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from Central Bank of India.
- xxvi. The successful bidder agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse



or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.

xxvii. Notwithstanding above Central Bank of India shall take all the reasonable care to protect all the confidential information of successful bidder while performing of the services.

The provisions of this Clause shall survive the termination of this Agreement.

The successful bidder shall not, without prior written permission of the bank to which the confidential information belongs, directly or indirectly disclose or cause to be disclosed any confidential information to any third party.

The successful bidder shall not, without the prior written consent of the Bank, make use of any document or information except for purposes of performing this agreement.

Successful bidder shall take all steps as may be reasonably necessary to protect the integrity of confidential information and to ensure against any unauthorized disclosure thereof.

That Successful bidder shall use the confidential information only for the purpose for which it was provided and shall not profit from the same in an unauthorized manner.

The Successful bidder shall provide access of the Confidential Information to its employees only on need to know basis and such employees/ personnel shall be required to enter into a confidentiality agreement which is of no less stricter terms than this Agreement. Even if some Successful bidder's employee leaves the job, he will neither share any information about bank Network Security with anybody else nor he will use it for his new job. Successful bidder shall continue to be responsible for any such act of its ex-employee.

Successful bidder shall indemnify Bank against any loss suffered by Bank due to disclosure of confidential information by employee of Successful bidder. Successful bidder shall not without the consent of Bank make use of any document or information coming in its way while discharging their jobs of bank except for the purpose of performance of this agreement. Vendor will keep all the data, sources and information confidential and will not disclose or release it to any other party.

#### **16.15 VISITORIAL RIGHTS**

The Bank and their authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Successful bidder's premises with prior notice to ensure that data provided by the Banks is not misused. The Successful bidder shall cooperate with the authorized representative/s of the Banks and shall provide all information/ documents required by the Bank/ RBI / any other regulator failing which the Successful bidder will be liable to pay any charges/ penalty levied by RBI/ any other regulator.

All Successful bidder's records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of the Banks and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Banks deem necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination.

Bank's auditors would execute confidentiality agreement with the Successful bidder provided that the auditors would be permitted to submit their findings to the Banks, which would be used by the Banks. The cost of the audit will be borne by the Bank. The scope of such 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. Bank's appointed External auditors/ Regulators have right to audit and right to examine the PMS facilities, activities and assets (hardware and software).



**16.16 COMPLIANCE WITH LAWS**

The Parties will comply with all laws and regulations applicable to their respective businesses including without limitation, all privacy, database, copyright, trademark, patent, trade secret, export and Anti- Bribery Laws.

**16.17 SERVICE LEVEL AGREEMENT AND NON-DISCLOSURE AGREEMENT**

The successful bidder shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non-Disclosure Agreement (NDA). The selected successful bidder shall execute the SLA and NDA within one month from the date of acceptance of letter of appointment or as intimated by the Bank. If the contract is not signed within the given period, Bank reserves the right to blacklist/debar the said successful bidder after a grace period of 15 working days.

The successful bidder has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A successful bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.

All the expenses related to execution of the document such as applicable stamp duty and registration charges if any shall be borne by the Successful bidder.

**16.18 ACCEPTANCE OF ORDER (ORDER PLACEMENT)**

Orders will be placed by the Bank. The successful bidder shall have to accept and acknowledge orders within 15 working days from the date of order placement. Bank has a right to cancel the order and also Bank reserves the right to blacklist/debar the said successful bidder if the order is not accepted within a period of 15 working days from the date of order, otherwise it will be considered as accepted.

**16.19 NON ACCEPTANCE/ NON EXECUTION OF ORDER**

In case the bidder shortlisted through this RFP process (hereinafter called “vendor”) refuses to accept/ execute the order, Bank will procure the same from the respective OEM as per existing terms & conditions and rate accepted by OEM. The said vendor will have to bear the difference of cost if any of such item / product purchased by Bank from OEM (Bank is having all the rights to recover the difference/ penalty amount from PBG as well as any amount payable to the said vendor). Bank also reserves the right to blacklist/debar the said vendor in such eventuality without giving any notice thereof in this regard for a period of further three years from the date of blacklisting/debarment.

**16.20 FORCE MAJEURE**

Notwithstanding the above provisions, the vendor shall not be liable for penalty or termination for default if and to the extent that it's 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 beyond the control of the vendor and not involving the vendors’ fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics and will not involve cases of commercial hardship,

If a Force Majeure condition arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof within seven calendar days. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform/render / discharge its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

Provided further that in case of delay of Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the Agreement and the Bank shall have the right to terminate Agreement without giving any further notice to the Vendor. Further, Bank also reserves the right to assign the work to other Vendor without any consequences and claims.

#### 16.21 **PENALTY AND LIQUIDATED DAMAGES**

The Successful bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities as required from time to time during the course of the contract.

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

#### 16.22 **PENALTY ON DELIVERY OF PRODUCT**

Notwithstanding Bank's right to terminate the order, penalty at ₹ 25000/- per week will be charged for every week's delay in the specified delivery schedule. Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Bank to the Successful bidder or by invoking Performance Bank Guarantee submitted by successful bidder to the Bank. Such penalties will be based on the timelines stated by the Successful bidder during the presentation to the bank.

The SLA will be reviewed monthly.

#### 16.23 **PENALTY ON NON-PERFORMANCE POST DELIVERY OF PRODUCT**

Further, Penalties will be applicable due to downtime of the Loyalty Solution as under:

Performance Area	Parameter	Penalty Amount
Uptime	100% - 99.5%	NIL
	99.49% to 97%	Up to 5% of monthly fee
	96.99% to 95%	Up to 10% of monthly fee
	Less than 95%	Up to 15% of monthly fee

If the selected Successful bidder fails to complete the due performance of the contract in accordance to the terms and conditions, the Bank reserves the right either to terminate the contract or to accept performance already made by the selected Successful bidder after imposing Penalty on Selected Successful bidder. Penalty will be calculated on per week basis and on the same Rate as applicable to Liquidated Damages.

In case of termination of contract the Bank reserves the right to recover an amount equal to 10% of the Contract value as Liquidated Damages for non-performance.

Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently. The penalty is for delay of performance and not for termination, whereas the liquidated damages are applicable only on event of termination on default.

Penalty and Liquidated Damages are not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Successful bidder to prove that the delay is attributable to the Bank and Force Majeure. The Successful bidder shall submit the proof

authenticated by the Successful bidder and Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment.

The Successful bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.

If any act or failure by the Successful bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

If the Successful bidder fails to complete the due performance of the contract in document, the Bank reserves the right either to terminate the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated damages for non-performance. SLA violation will attract penalties.

#### **16.24 PENALTY FOR LOSSES/BREACHES**

- a) This shall be in addition to the penalty for not meeting SLA which is defined separately.
- b) Penalties will be levied @ actual loss + Rs 50,000/- per instance for any loss bank has suffered due to frauds taken place during the down time or non-availability or non-functionality of Loyalty Solution or else. In addition to this, please refer to the INDEMNITY clause in case of fraud amount exceeds per instance value.
- c) For repeat failure, higher penalty e.g invocation of PBG, blacklisting etc. Will be charged depending upon the severity of the fraud/delay in rectification of the problem at the discretion of the Bank.
- d) Penalty is not applicable for reasons attribute to the Bank and Force Majeure. However, the onus of proof lies with the bidder.

#### **16.25 TERMINATION**

Bank shall have option to terminate / cancel this RFP at any stage without any prior notice.

In following events, Bank shall terminate this assignment or cancel any particular order if Vendor:

- 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 Bank gives written notice; or
- Failure by successful bidder to provide 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 successful bidder is not as per the prescribed time line, and found to be unsatisfactory or unsatisfactory services, non-capable resources or non-initiation of services within 7 days of order contract.
- Supply of substandard materials/ services Or
- Delay in delivery / installation / commissioning of services Or
- If deductions of penalty exceeds more than 10% of the total contract price.
- Violation of terms & conditions stipulated in this RFP.
- Change in Bank Policy
- Discrepancies / deviations in the agreed processes and/or products
- Unsatisfactory performance of complete solution

Decision of the Bank regarding quality of services will be binding on the Vendor.

The Bank may terminate the Agreement in case of breach of any of the representation and warranties as mentioned in the RFP.

Bank may terminate this RFP or subsequent agreement on happening of following events:

- a. The successful bidder unable to pay its debt as they fall due or otherwise enters any composition or arrangement with or for the benefit of its creditors or any class thereof Or
- b. A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the vender and such appointment continues for a period of twenty-one (21) days or
- c. The successful bidder is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation Or
- d. The successful bidder becomes the subject of a court order for its winding up.

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

The Successful bidder understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Successful bidder for the tenure of this Tender and subsequent Agreement. The Parties therefore 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 Successful 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 subsequent Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

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

- a. All the undisputed fees outstanding till the date of termination; upon the termination or expiry of subsequent Agreement
- b. The rights granted to Successful bidder shall immediately terminate.

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

Notwithstanding anything contained herein above, the Bank shall have the right to terminate the Agreement without assigning any reason to the vendor without any consequences.

## **16.26 PRIVACY AND SECURITY SAFEGUARDS**

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

implemented by the Successful bidder or existing at any Bank location. The successful bidder shall also comply with all the information security safeguards (viz.

Confidentiality, Integrity, Availability etc.).

#### **16.27 RESOLUTION OF DISPUTES**

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the same shall be settled by appointment of Sole Arbitrator by bank in accordance to the provisions of the Arbitration and Conciliation Act, 1996 after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes. Parties agree that the award passed by the Sole Arbitrator shall be final and binding upon the parties. The language of the Arbitration shall be English. The Seat and Venue of Arbitration shall be Mumbai. The arrangement between both the parties shall continue the work under the agreement during the arbitration proceedings unless otherwise directed in writing by any of them or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, obtained. Each Party shall bear its own cost of the arbitration unless the arbitrator otherwise directs. Any issue arising out of the arbitration shall be subject to the exclusive jurisdiction of courts at Mumbai.

#### **16.28 JURISDICTION OF COURT**

Subject to para 6.23, all disputes and controversies between Bank and Successful bidder shall be subject to the exclusive jurisdiction of the courts in Mumbai and the parties agree to submit themselves to the jurisdiction of such court. This RFP/contract agreement shall be governed by the laws of India.

#### **16.29 EVERABILITY**

In the event that any of the provisions contained in this RFP 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 RFP will not be in any way affected or impaired by such a finding.

#### **16.30 DATA PROTECTION**

Successful bidder will comply with the Information Technology Act, 2000 and will comply with Digital Personal Data Protection Act 2023. Any breach in compliance of the said act will attract penalty as per the provisions of the act all privacy and data protection provisions. Further it must be ensured that due care be taken while collecting and dealing with sensitive personal data or information.

Web portal will be secured to avoid hacking, infusion of virus, unauthorized copying, tampering, etc. and all sort of security required as per law & practices to be adopted and implemented by successful bidder.



## 16.31 SUSTAINABLE SOURCING

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

## 16.32 PAYMENT

The terms of payments will be as follows:

- No advance payment against purchase order.
- No Octroi / Entry Tax will be paid after payment of final installation.
- The successful bidder must accept the payment terms proposed by the Bank. The financial offer submitted by the successful bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the successful bidder, in case of delays or defaults on the part of the successful bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

All payments will be released from the bank within 30-60 days of receipt of claim on submission of all relevant documents and proofs.

- Original copy of the Invoice (with Certified Xerox copy)
- TDS on payments will be deducted as applicable.
- Applicable Goods and Services Taxes will be paid extra at actual. Successful bidder has to mention GSTIN in the invoice.
- In case of Liquidated Damages/Penalty levied to the successful bidder, GST on LD/ Penalty amount shall also be recovered from the successful bidder.
- Authenticated copy of GST return shall be submitted along with claim documents.

The payments will be released through NEFT/ RTGS and the Selected Successful bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc. Applicable TDS, if any, will be deducted at the time of releasing the payments

***\* Cost of the project and its components shall remain the same during the contract period.***

**NOTE: 100% of any item is the eligible amount after deduction of Penalty, if any.**

In case of delayed delivery or incorrect delivery, then date of receipt of the correct and final component shall be treated as delivery date for penalty and other calculation. Successful bidder shall quote all the figures in numbers followed by total in words enclosed in brackets in all fields of indicative commercial bid.

Further, the above payments will be released only after submission of PBG and signing of SLA (including Do & Don't), IP, secure code assurance certificate and NDA by Successful bidder.

\*\*\*\*\*



## **Annexure 01 - Bid - Table of Contents**

Technical Bid to contain the following:

<b>Section</b>	<b>Section Heading</b>	<b>Performa To be Given</b>
1.	Covering letter certifying eligibility criteria compliance	Bidder to Provide
2.	Credential letters / Purchase orders / Supporting documents	Bidder to Provide
3.	Cost of RFP details	Bidder to Provide
4.	Undertaking Letter	Annexure 2
5.	Conformity Letter	Annexure 4
6.	Technical Proposal: The proposal based on Technical Specification compliance as per Annexure should be submitted with pages properly numbered, each page signed and stamped.	Bidder to Provide
7.	Copy of the tender document along with the addendums duly signed by authorized signatory.	Bidder to Provide
8.	Integrity Pact	Annexure 8
9.	Letter of authorization from the company authorizing the person to sign the tender response and related documents	Annexure 12
10.	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/ contracts with the Bank.	Bidder to Provide
11.	Methodology and Detailed Project Plan	Annexure 09
12.	Format for Submission of Deliverables	Annexure 10
13.	Format for Submission of Project Timelines	Annexure 11
14.	Compliance Statement	Annexure 14
15.	Commercial Bid	Annexure 7

## **Annexure 02 – Undertaking**

To

**Assistant General Manager**

**Central Bank of India**

**DP&TB Department**

**1<sup>st</sup> Floor, MMO Building,**

**Fort, Mumbai- 400023**

Sir,

**Sub: RFP for Implementation of Loyalty Rewards Programme for various Digital Channels of Central Bank of India**

Having examined the Tender Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for the bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.

If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.

We agree to abide by this Tender Offer for 12 months from last date of bid submission and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.

This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.

We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank have the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by 20

Yours faithfully,

Authorized Signatory Name:

Designation:

Bidder's Corporate Name Address

Email and Phone

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

**Annexure 03 - Conformity with Hardcopy Letter**

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

To

Assistant General Manager

Central Bank of India

DP&TB Department

1<sup>st</sup> Floor, MMO Building,

Fort, Mumbai- 400023

Sir,

**Sub: RFP for Implementation of Loyalty Rewards Programme for various Digital Channels of Central Bank of India**

Further to our proposal dated ....., in response to the Request for Proposal (Bank tender No .....hereinafter referred to as “RFP”) issued by Central Bank of India we hereby covenant, warrant and Bidder as follows:

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original RFP documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Yours faithfully,

Authorized Signatory Name:

Designation:

Bidder's Corporate Name Address

Email and Phone #

## **Annexure 04 - Conformity Letter**

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

To

Assistant General Manager

Central Bank of India

DP&TB Department

1<sup>st</sup> Floor, MMO Building,

Fort, Mumbai- 400023

Sir,

**Sub: RFP for Implementation of Loyalty Rewards Programme for various Digital Channels of Central Bank of India**

Further to our proposal dated....., in response to the Request for Proposal (Bank tender No. ....hereinafter referred to as “RFP”) issued by Central bank of India we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original RFP documents issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Banks’ decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory Name:

Designation:

Bidder’s Corporate Name

Address

Email and Phone #



### **Annexure 05 - Profile of Proposed Team Leader and Core team members**

#### **Profile of Proposed Team Leader and Core team members**

Name

Present Designation

Qualifications along with name of University /  
Institutions

Nationality

Years in the firm & Total Work experience

Language proficiency

Areas of expertise relevant to the RFP Role in the  
proposed assignment

Tasks assigned

We hereby acknowledge that the information provided by us is true and to the best of our knowledge.

Signature of the Authorized Signatory

Name:

Designation:

Name of the Bidder:

Address:

In each of the scope listed, if more than one professional is available then the indicative profile of each of such professional should be furnished.

## **Annexure 06 - Performance Guarantee**

### **BANK GUARANTEE**

#### **(FORMAT OF PERFORMANCE BANK GUARANTEE)**

To

Assistant General Manager

Central Bank of India

DP&TB Department

1<sup>st</sup> Floor, MMO Building,

Fort, Mumbai- 400023

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 "Bidder") was awarded a contract by Central Bank of India (CBOI) 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. .... Dated ..... for

.....(herein after referred to as "RFP"), the Bidder is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank in India in your favor for Rs...../- ( Rupees.....) 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 the Bidder, WE, , a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act,1970/1980 having its..... Office at .....

and a branch inter alia at..... India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and its 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 may be 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 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 Bidder of their obligations or default in terms of the PO and RFP.

- 1 Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Bidder 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. Any such demand made by Banks shall be conclusive as regards the amount due and payable by us to you.
- 2 This Bank Guarantee shall continue and hold good until it is released by you on the application by the Bidder 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.
- 3 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 Bidder 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 Bidder or any other forbearance, act or omission on your part or any indulgence by you to the Bidder 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.
- 4 The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the Bidder or any other person, Bidder or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Bidder.
- 5 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 Bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
- 6 Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the Bidder 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.
- 7 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.
- 8 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 un cancelled and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

- 9 The Bank Guarantee shall not be affected by any change in the constitution of the Bidder 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.
- 10 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.
- 11 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 Bidder 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 Bidder shall have no claim against us for making such payment.
- 12 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..... ( date of expiry of Bank Guarantee) .
  - 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 on or before  
.....

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 Banks.

Dated this the ..... day of ....., 20.....

For and on behalf of

Seal and Address



## Annexure 07 - Commercial Bid

To be submitted Online only

Total Cost of Ownership (TCO) = \_\_XXXX

Particulars	Code	Amount / Points		
		Year 1	Year 2	Year 3
Administrative Fees in ₹ per point redeemed by the customer on bank earned points (Exclusive GST)	A			
Points Likely to be redeemed per month (in Lakh) *	B	B1	B2	B3
		700	875	1094
Percentage of Discount for the bank on the redeemed price per point.	C			
#Total Amount in ₹ $D = (A + 0.25 * (100 - C) / 100) * B * 1,00,000 * 12$	D	D1	D2	D3
Total Project Cost in ₹ for 3 Years D1 + D2 + D3	XX	Project Cost(F)		
		Applicable GST(G)		
		Total Project Cost(F+G)		

# Rate of ₹0.25 is used solely for TCO calculation purposes. The bank may change this rate as and when required.

Total Cost of Ownership (in words): \_\_\_\_\_

We certify that all the components quoted above include cost of all activities and prices quoted are all in compliance with the terms stipulated in the RFP dated .....

**Note:** Bank will not provide any extra cost/infrastructure for services to the successful bidder.

Signature of the Authorized Signatory

Name:

Designation:

Name of the Bidder:

Address:

Official Seal of the Institute / Organization (Bidder)

**Place:**

**Date:**

### Notes

- The total project cost quoted shall be inclusive of supply, installation including duties, levies, taxes if any including GST.
- Do not change the structure of the format nor add any extra items.
- In case of discrepancy in TCO, unit prices multiplied by quantity will be considered for competition of TCO.
- The quantities mentioned are indicative and bank will place order based on the requirement.
- The Bank shall not entertain any other claims over and above the cost specified in the Commercial Bid such as Professional Charges, Out of Pocket Expenses like Travel, Lodging and Boarding, Conveyance, Printing, Administrative Expenses, including related Establishment Cost etc.
- The total price quoted above will be considered as full project cost for execution of end to end deliverables of scope defined in the terms of reference.
- No counter condition/assumption in response to Price Bid will be accepted. Bank has a right to reject such bid.

\* Points likely to be redeemed are estimation only and may vary with actual redemption.

## **Annexure 08 - Integrity Pact**

### **INTEGRITY PACT**

#### **Between**

Central Bank of India hereinafter referred to as “The Principal”,

#### **And**

..... hereinafter referred to as “The Bidder/ Contractor”

#### **Preamble**

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

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

#### **Section 1 – Commitments of the Principal**

(1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

#### **Section 2 – Commitments of the Bidder(s)/ contractor(s)**

(1) The Bidder(s)/ Contractor(s) commits themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications,

certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder (s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

### Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### Section 5 – Previous transgression

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

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

### Section 6 – Equal treatment of all Bidders / Contractors

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

## Section 7 – Criminal charges against violating Bidder(s) / Contractor(s)

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

## Section 8 – Independent External Monitor / Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the MD & CEO, CENTRAL BANK OF INDIA.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. Parties to this agreement agree that they shall not approach the courts while representing the matter to IEM and will await IEM's decision in the matter.

(6) The Monitor will submit a written report to the MD & CEO, CENTRAL BANK OF INDIA within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the MD & CEO CENTRAL BANK OF INDIA, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the MD & CEO CENTRAL BANK OF INDIA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word “Monitor” would include both singular and plural.

## Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

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



## Section 10 – Other provisions

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

(For & On behalf of the Principal)

For & On behalf of the Principal

Bidder / Contractor

(Office Seal)

(Office Seal)

Place\_\_\_\_\_

Place\_\_\_\_\_

Date\_\_\_\_\_

Date\_\_\_\_\_

Witness1:

Witness1:

Name & Address

Name & Address

-----  
-----

\_\_\_\_\_  
\_\_\_\_\_

-----

\_\_\_\_\_

Witness 2:

Witness 2:

Name & Address

Name & Address

-----  
-----  
-----

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **1. GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

1.1 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with CENTRAL BANK OF INDIA shall apply for registration in the prescribed Application –Form.

1.2 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by CENTRAL BANK OF INDIA.

1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order

## **2. DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.**

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Bank, it shall be confirmed whether it is real substantial Bank and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by CENTRAL BANK OF INDIA in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by CENTRAL BANK OF INDIA in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by CENTRAL BANK OF INDIA. Besides this there would be a penalty of banning business dealings with CENTRAL BANK OF INDIA or damage or payment of a named sum.

### **3. Guidelines on Banning of Business Dealing**

#### **3.1. Introduction**

3.1.1 Central Bank of India, being a Public Sector Enterprise and ‘State’, within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. CENTRAL BANK OF INDIA has also to safeguard its commercial interests. CENTRAL BANK OF INDIA deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of CENTRAL BANK OF INDIA to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on CENTRAL BANK OF INDIA to observe principles of natural justice before banning the business dealings with any Agency.

3.1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

#### **3.2. Scope**

3.2.1 The General Conditions of Contract (GCC) of CENTRAL BANK OF INDIA generally provide that CENTRAL BANK OF INDIA reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.

3.2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.

3.2.3 However, absence of such a clause does not in any way restrict the right of Bank (CENTRAL BANK OF INDIA) to take action / decision under these guidelines in appropriate cases.

3.2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

3.2.5 These guidelines apply to all the Units and subsidiaries of CENTRAL BANK OF INDIA.

3.2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.

3.2.7 The banning shall be with prospective effect, i.e., future business dealings.

#### **4. Definitions**

In these Guidelines, unless the context otherwise requires:

i) ‘Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer’ shall mean and include a public limited Bank or a private limited Bank, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. ‘Party / Contractor / Supplier / Purchaser / Customer/ Bidder / Tenderer’ in the context of these guidelines is indicated as ‘Agency’.

ii) ‘Inter-connected Agency’ shall mean two or more companies having any of the following features:

a) If one is a subsidiary of the other.

b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;

c) If management is common;

d) If one owns or controls the other in any manner;

iii) ‘Competent Authority’ and ‘Appellate Authority’ shall mean the following:

a) For Bank (entire CENTRAL BANK OF INDIA) while Executive Director (BSD) shall be the “Competent Authority” for the purpose of these guidelines, MD & CEO, CENTRAL BANK OF INDIA shall be the “Appellate Authority” in respect of such cases except banning of business dealings with Foreign Suppliers of imported coal/coke.

b) For banning of business dealings with Foreign Suppliers of imported goods, CENTRAL BANK OF INDIA Executive Director’s Committee (EDC) shall be the “Competent Authority”. The Appeal against the Order passed by EDC, shall lie with MD & CEO, as First Appellate Authority.

c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach CENTRAL BANK OF INDIA Board as Second Appellate Authority.

d) For Zonal Offices only

Any officer not below the rank of Deputy General Manager appointed or nominated by the Head of Zonal Office shall be the ‘Competent Authority’ for the purpose of these guidelines. The Head of the concerned Zonal Office shall be the ‘Appellate Authority’ in all such cases.

e) For Corporate Office only

For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Head of Business Support Department (BSD) shall be the Competent Authority and concerned Executive Director (BSD) shall be the “Appellate Authority”.

e) MD & CEO, CENTRAL BANK OF INDIA shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

iv) ‘Investigating Department’ shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

v) ‘List of approved Agencies - Parties / Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers shall mean and include list of approved / registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers, etc.

## 5 Initiation of Banning / Suspension

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Unit /Corporate Vigilance may also be competent to advise such action.

## 5. Suspension of Business Dealings

5.1 If the conduct of any Agency dealing with CENTRAL BANK OF INDIA is under investigation by any department (except Foreign Suppliers of imported goods), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department

may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 The order of suspension shall be communicated to all Departmental Heads within the Plants / Units. During the period of suspension, no business dealing may be held with the Agency.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of CENTRAL BANK OF INDIA, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to ED (BSD), CENTRAL BANK OF INDIA Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Units and Subsidiaries of CENTRAL BANK OF INDIA to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Units by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.

5.5 For suspension of business dealings with Foreign Suppliers of imported goods, following shall be the procedure:-

- i) Suspension of the foreign suppliers shall apply throughout the Bank including Subsidiaries.
- ii) Based on the complaint forwarded by ED (BSD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, BSD to place it before Executive Directors Committee (EDC) with ED (BSD) as Convener of the Committee. The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, BSD.
- iii) If EDC opines that it is a fit case for suspension, EDC may pass necessary orders which shall be communicated to the foreign supplier by ED, BSD.

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

## 6. Ground on which Banning of Business Dealings can be initiated

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or CENTRAL BANK OF INDIA, during the last five years;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.;



6.4 If the Agency continuously refuses to return / refund the dues of CENTRAL BANK OF INDIA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;

6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging /forging /tampering of documents;

6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Bank (CENTRAL BANK OF INDIA) or it's official in acceptance / performances of the job under the contract;

6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Bank (CENTRAL BANK OF INDIA) or not;

6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide/ unlawful acts or improper conduct on his part in matters relating to the Bank (CENTRAL BANK OF INDIA) or even otherwise;

6.12 Established litigant nature of the Agency to derive undue benefit;

6.13 Continued poor performance of the Agency in several contracts;

6.14 If the Agency misuses the premises or facilities of the Bank (CENTRAL BANK OF INDIA), forcefully occupies, tampers or damages the Bank's properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

## 7. Banning of Business Dealings

7.1 A decision to ban business dealings with any Agency should apply throughout the Bank including Subsidiaries.

7.2 There will be a Standing Committee in each Zone to be appointed by Head of Zonal Office for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers of goods. However, for procurement of items / award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager / Dy. General Manager each from Operations, Law & BSD. Member from BSD shall be the convener of the committee. The functions of the committee shall, inter-alia include:

- i) To study the report of the Investigating Agency and decide if a prima-facie case for Bank-wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.
- ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
- iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.3 If Bank wide banning is contemplated by the banning Committee of any Zone, the proposal should be sent by the committee to ED (BSD) through the Head of the Zonal Office setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents. BSD shall get feedback about that agency from all other Zones and based on this



feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for Bank wide banning, then the case shall be sent back to the Head of Zonal Office for further action at the Zone level. If the prima-facie decision for Bank-wide banning has been taken, ED (BSD) shall issue a show-cause notice to the agency conveying why it should not be banned throughout CENTRAL BANK OF INDIA.

After considering the reply of the Agency and other circumstances and facts of the case, ED (BSD) will submit the case to the Competent Authority to take a final decision for Bank-wide banning or otherwise.

7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

7.5 Procedure for Banning of Business Dealings with Foreign Suppliers of imported goods.

- Banning of the agencies shall apply throughout the Bank including Subsidiaries.
- Based on the complaint forwarded by ED (BSD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, BSD to place it before Executive Directors' Committee (EDC) with ED (BSD) as Convener of the Committee.
- The committee shall expeditiously examine the report; give its comments/recommendations within twenty one days of receipt of the reference by ED, BSD.
- If EDC opines that it is a fit case for initiating banning action, it will direct ED (BSD) to issue show-cause notice to the agency for replying within a reasonable period.
- On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED (BSD) to EDC for consideration & decision.
- The decision of the EDC shall be communicated to the agency by ED (BSD).

8. Removal from List of Approved Agencies - Suppliers / Contractors, etc.

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but Limited Tender Enquiry (LTE) may not be given to the Agency concerned.

8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

## 9 Show-cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.

9.2 If the Agency requests for inspection of any relevant document in possession of CENTRAL BANK OF INDIA, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order:

- a) For exonerating the Agency if the charges are not established;

- b) For removing the Agency from the list of approved Suppliers / Contactors, etc.
- c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

#### 10 Appeal against the Decision of the Competent Authority

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

#### 11 Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee/EDC as the case may be for examination and recommendation.

#### 12 Circulation of the names of Agencies with whom Business Dealings have been banned

12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

12.3 If business dealings with any Agency has been banned by the Central or State Government or any other Public Sector Enterprise, CENTRAL BANK OF INDIA may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

12.4 Based on the above, Zonal Offices may formulate their own procedure for implementation of the Guidelines and same be made a part of the tender documents.



## **Annexure 09 - Methodology and Detailed Project Plan**

1. Bidder should cover details of the proposed methodology for providing services as per below format:

S. No.	Item of Activity (Project Plan)	Month Wise Plan			
		Month 1	Month 2	...	Month 12
1.	Activity 1				
2.	Sub-Activity 1				
3.	Sub-Activity 2				

1. Bidder may give suggestions on improvement of the scope of work given in the RFP and may mention the details of any add on services related to services over and above what is laid down in the RFP document.
2. Bidder is expected to provide details of the organization structure proposed for the execution of this contract. This should cover the composition of the complete team including Lead Bidder and Consortium members including their escalation matrix.
3. A Detailed Project Plan covering break-up of each phase into the key activities, along with the start and end dates must be provided as per format given below.
4. The bidder should also provide details of the tools to be used in the assignment and demonstrate the functioning during the presentation.

Authorized Signatory Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #



**Annexure 10 - Format for Submission of Deliverables**

S. No.	Name of Deliverable	Description	Expected Timeframe for submission	Draft Template

\*An illustration of the deliverables is also expected to be submitted to the Bank.



### **Annexure 11 - Format for Submission of Project Timelines**

	Timeframe						Resources and time proposed
1.Activities including Deliverables	Month1	Month 2	...	...	...	...	
2.Milestones							

## **Annexure 12 - Letter of Authorization for Submission of Response**

**To**

**Assistant General Manager**

**Central Bank of India**

**DP&TB Department**

**1<sup>st</sup> Floor, MMO Building,**

**Fort, Mumbai- 400023**

Dear Sir,

SUB: Authorization Letter for submission of the proposal in response to the RFP

REF: Your RFP: \_\_\_\_\_ dated \_\_

This has reference to your above RFP for Implementation of Loyalty Rewards Programme for various Digital Channels of Central Bank of India.

Mr./Ms. \_\_\_\_\_ is hereby authorized to submit the response documents, to submit sealed response, and to sign any documents pertaining to the RFP on behalf of our organization for all the services required by the Bank as called for vide the Bank's RFP as referred to above, on behalf of our organization. He/ She is also authorized to take decisions on behalf of the company till the RFP process is completed.

Certified photocopy of Power of Attorney (POA) of the person authorizing such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by the Organization against this RFP.

The specimen signature is attested below:

Specimen signature of the Representative

Signature of the Authorizing Authority

Name of the Authorizing Authority (Certified Xerox copy of POA of authorized Signatory/authority is to be submitted)

**Note:** This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Organization in its proposal.



## **Annexure 13 – RFP Response Covering Letter**

To

**Assistant General Manager**

**Central Bank of India**

**DP&TB Department**

**1<sup>st</sup> Floor, MMO Building,**

**Fort, Mumbai- 400023**

REF: Your\_\_\_\_dated \_\_

### **RFP for Implementation of Loyalty Rewards Programme for various Digital Channels of Central Bank of India**

Having examined the above RFP including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake the services in conformity with the said RFP in accordance with the prices indicated in the financial proposal and made part of the response to this RFP.

We hereby undertake to participate in the RFP process and will provide our services as Bidder if selected, as per the contract signed by the successful Bidder with the Bank.

We certify that we are in compliance with eligibility criteria as mentioned in this RFP.

We confirm that we have not made any changes in the templates provided by the Bank as part of the RFP process, except for filling in appropriate columns.

We confirm that our Organization has not been black listed/ debarred by any Government or Regulatory bodies in India and overseas.

We confirm that our Organization does not have any pecuniary liability nor any judicial proceedings or any restraint restricting us in fulfilling the services.

Signature of the Authorized Signatory Name:

Designation:

Name of the Organization:

Address:

## **Annexure 14 - Compliance Statement**

### **REG: RFP FOR IMPLEMENTATION OF LOYALTY REWARDS PROGRAMME FOR VARIOUS DIGITAL CHANNELS OF CENTRAL BANK OF INDIA**

**DECLARATION:** Please note that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per RFP.

<b>Compliance</b>	<b>Description</b>	<b>Compliance (Yes/No)</b>
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc stipulated by the Bank in this RFP (Any deviation may result in disqualification of bids)	
Scope of work and/ Technical Specification	We certify that the systems/services offered by us for RFP confirm to the Scope of work and technical specifications stipulated by you (Any deviation may result in disqualification of bids)	
RFP, Clarifications and subsequent Corrigendum (If Any)	We hereby undertake that we have gone through RFP, Clarifications and corrigendum (s) issued by Bank and agree to abide by all the terms and conditions including all annexure, corrigendum(s), etc. stipulated by the Bank in this RFP. Any deviation may result in disqualification of the bid.	

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation: Seal of Company**

## **Annexure 15 - Form of Self Affidavit / Declaration**

### **[To Be Submitted in Firm's / Company's Letter Head Only]**

We, M/s\_\_\_\_, are one of the BIDDERS for providing services to Central Bank of India as per your “RFP for Implementation of Loyalty Rewards Programme for various Digital Channels of “Central bank of India” dated\_\_\_\_\_under reference number of\_\_\_\_\_.

We, hereby declare that our Firm/Company does not have any pecuniary liability nor any judiciary proceedings or any restraint restricting us in fulfilling the consultancy services.

We further declare that no legal action is pending/ contemplated against us nor are we debarred by any legal jurisdiction in India/ or charged of any fraud or malfeasance, which may affect our ability to deliver as per the terms of the RFP or threatens solvency of the firm/company.

We further declare that we have not been blacklisted by any entity /Regulators/Govt. Bodies in India. We further declare that we do not have any ownership or control rights by any director (or relatives) of Central Bank of India, both present and those who have retired in the last one year.

The Bidder should neither have failed to perform any agreement during the last three years, as evidenced by imposition of a penalty by an arbitrage or judicial pronouncement against the Bidder or its Affiliates/Group Companies/member firms in India, nor had any agreement terminated for breach by such Bidder or of its Affiliates/Group Companies/ member firms in India.

We further declare that we have sufficient expertise and capability to deliver efficient and effective advice on the areas mentioned in the scope of work and we have in-house capability to take up assignment on our own but not through any associates.

The information submitted in the eligibility criteria and technical bid are true and are factually correct.

We further declare that in case the Bank finds our averments are not true and are incorrect, the Bank can initiate necessary action against us, as deemed fit.

Authorized Signatory (ies) Signature:

Name:

Designation:

Date:

Seal of the Firm/Company:

**Annexure 16 - Self Affidavit / Declaration For Class-I Local Supplier**

**[To Be Submitted in Firm's / Company's Letter Head Only]**

Date:

To

**Assistant General Manager**

**Central Bank of India**

**DP&TB Department**

**1<sup>st</sup> Floor, MMO Building,**

**Fort, Mumbai- 400023**

We, M/s\_\_\_\_\_, are one of the BIDDERS for providing services to Central Bank of India as per your “RFP for Implementation of Loyalty Rewards Programme for various Digital Channels of “Central Bank of India” dated\_\_\_\_\_under reference number of\_\_\_\_\_. We certify that we are eligible Class-I Local Supplier and the local content is more than 50%, as specified in the RFP document.

Authorized Signatory (ies) Signature:

Name: Designation:

Date:

Seal of the Firm/Company:



## **Annexure 17 - Bidder's Profile**

**(On Bidder's Letterhead)**

<b>Sl. No.</b>	<b>Criteria</b>	<b>Documents to be submitted in support</b>
1.	Name of the Bidder Company/Firm	
2.	Date of incorporation of the Bidder Company/Firm	
3.	Complete Address of the Bidder Company/Firm	
4.	Name and contact details of the Authorized Signatory	
5.	Particulars of the authorized signatory: (i) Name (ii) Designation (iii) Contact Number (iv) Fax number (v) E-mail id	
6.	Turnover, Networth and P&L Details of last three Financial Years	
7.	Number of persons proposed to be assigned for this assignment and their profiles	
8.	Name, address and bank account number of the Bidder's bank	
9.	PAN of the Bidder Company/Firm	
10.	Service Tax Registration Number/ GST Registration Number of Bidder	
11.	Office address at Mumbai & Kolkata	
12.	List of full time professional staff of the Bidder including its affiliates/group companies/member firms working under the common brand name and engaged in similar activities of providing advisor/financial services in India.	
13.	Presence in how many cities in India – Please furnish names of the same	
14.	Any other information considered relevant by the Bidder	

The Bidder should provide the following information along with the above mentioned documents/ information:

- (i) Bidder's key businesses, geographical presence in India, brief history and key milestones
- (ii) Group structure, businesses and key group companies (where applicable)
- (iii) Shareholding pattern and global promoter/ parent company (if applicable)
- (iv) Overall financial strength of the Bidder in terms of turnover, profitability and cash flow (liquid assets) situation
- (v) Any other relevant information

Please include (as **Annexure**) suitable proof, where necessary, supporting the information provided in response to the various parameters, with suitable cross-reference.

**Authorized Signatory(ies) Signature:**

**Name: Designation:**

**Date:**

**Seal of the Firm/Company:**



## **Annexure 18 - EXPERIENCE IN LOYALTY REWARDS PROGRAM IMPLEMENTATION**

(To be submitted on the letter head of the bidder)

Ref No. ....

Place:

Date:

**To**  
**Assistant General Manager**  
**Central Bank of India**  
**DP&TB Department**  
**1<sup>st</sup> Floor, MMO Building,**  
**Fort, Mumbai- 400023**

Sub: RFP-.....

Name of the Bidder: .....

Details of Loyalty Rewards Program Implementation services to meet eligibility criteria:

Sl.	Organisation Name	Details of the Solution/Service
01.		
02.		
03.		
04.		

Signature:

Name and designation:

Office Seal

(All details quoted above to be supported by respective bank's declaration)

## **Annexure 19 - LITIGATION CERTIFICATE**

(To be provided by Statutory Auditor/Chartered Accountant)

### **Reg.: RFP for Implementation of Loyalty Rewards Programme for various Digital Channels of Central Bank of India**

This is to certify that M/s\_\_\_\_, a company incorporated under the company's act, 1956 with its headquarters at\_\_\_\_, is not involved in any litigation which threatens solvency of the company.

Date: \_\_Place: \_

Signature of CA/Statutory

Auditor Name of CA/Statutory

Auditor: Designation:

Seal of Company

Email ID:

Mobile No: Telephone No.:

Seal of Company: UDIN:



## **ANNEXURE 20- TURNOVER CERTIFICATE**

**Reg: RFP for Implementation of Loyalty Rewards Programme for various Digital Channels of Central Bank of India**

**To be provided by Statutory Auditor/Chartered Accountant**

This is to certify that M/s \_\_\_\_\_, a company incorporated under the companies act, 1956 with \_\_\_\_\_ its headquarters at,

\_\_\_\_\_ has the following Turnover, Net Profit/Loss and Net worth from its Indian Operations. This information is based on the Audited Financial Statements for 2021-22, 2022-23 and 2023-24.

Financial Year	Turnover (in Rs.)	Net Profit/Loss (in Rs.)	Net Worth (in Rs.)	Turnover from their Indian operations/ services from Indian Operations from Software Implementation Services. (in Rs.)
2021-22				
2022-23				
2023-24				

Date:

Place:

**Signature of CA/Statutory Auditor**

**Name of CA/Statutory Auditor:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

Seal of Company:

## **ANNEXURE 21 - PRE – BID QUERIES FORMAT**

The queries should be submitted in the below mentioned format by prospective bidders only preferably in excel sheet:

S. No.	Page No./ Point No	RFP Clause	Suggestion/Concern	Justification
1				
2				
3				
4				
5				

Queries should be mailed to following e-mail Ids as per scheduled date: [smdebitcard@centralbank.co.in](mailto:smdebitcard@centralbank.co.in)

**Yours faithfully**

Signature of Authorized Signatory Name of Signatory:

Designation:

Seal of Company

Date:

## **ANNEXURE 22 - LETTER OF AUTHORITY FOR PARTICIPATION IN REVERSE AUCTION**

**To**

**Assistant General Manager**

**Central Bank of India**

**DP&TB Department**

**1<sup>st</sup> Floor, MMO Building,**

**Fort, Mumbai- 400023**

1. We\_\_(name of company) have submitted our bid for participating in Bank's RFP reference number\_\_\_\_(ref no of RFP) dated\_\_for Loyalty Rewards Solution.
2. We also confirm having read and understood the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
3. As per the terms of RFP and Business rules, we nominate Mr./Ms. \_\_\_\_\_, designated as\_\_\_\_\_of our company to participate in Reverse Auction.
4. We accordingly authorize Bank to issue user ID and password to the above named official of the company, if any.
5. Bank shall contact the above named official for any and all matters relating to the Reverse Auction.
6. We, hereby confirm that we will honor the Bids placed by Mr./ Ms.\_\_\_\_on behalf of the company in the auction process. We agree and understand that the bank may debar us from participating in future tenders for any such failure on our part.

**Signature with company seal Name :**

**Designation within Company / Organization:**

**Company / Organization:**

**Address of Company / Organization –**

**Date :**

**Name of Authorized Representative: \_\_\_\_\_**

**Designation of Authorized Representative: \_\_\_\_\_**

Verified above signature

**Signature of Verifying Authority: \_\_\_\_**

**ANNEXURE – 23 – AUTHORIZATION LETTER FORMAT (Pre-Bid Meeting)**

**(On organizations letter head)**

**To**

**Assistant General Manager**

**Central Bank of India**

**DP&TB Department**

**1<sup>st</sup> Floor, MMO Building,**

**Fort, Mumbai- 400023**

**Dear Sir,**

**SUB: Authorization Letter for attending the Pre-bid meeting and Bid Opening**

**REF: YOUR RFP NO:**

This has reference to our above RFP for Loyalty Rewards Solution, Mr. / Ms. \_\_\_\_\_ Is hereby authorized to attend the Pre-bid meeting & Bid opening of the subject RFP \_\_\_\_\_ on \_\_\_\_\_ on behalf of our organization.

The specimen signature is attested below:

Attested  
photograph of  
authorized persons

Specimen Signature of Mr./Ms

Signature of Authorizing Authority/Signature of Attesting Authority

**Name and designation of Authorizing Authority Place**

**Date**

**Seal**



## **ANNEXURE 24 - UNDERTAKING FOR LABOUR LAWS COMPLAINEE**

**To**

**Assistant General Manager**

**Central Bank of India**

**DP&TB Department**

**1<sup>st</sup> Floor, MMO Building,**

**Fort, Mumbai- 400023**

**Sir**

**Reg: RFP for Implementation of Loyalty Rewards Programme for various Digital Channels of Central Bank of India**

We, M/s\_\_\_\_\_undertake that we comply with all the applicable clauses of Central and State Labour Law of India as on the date of this undertaking will ensure compliance for the contracted period (also in case enhance the same).

**Date:**

**Place:**

**Yours faithfully**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email Id:**

**Mobile No:**

**Telephone No:**

**Seal of Company**

## **ANNEXURE 25 - UNDERTAKING FOR BUG FREE SOFTWARE**

To

Assistant General Manager

Central Bank of India

DP&TB Department

1<sup>st</sup> Floor, MMO Building,

Fort, Mumbai- 400023

Sir,

**Reg.: RFP for Implementation of Loyalty Rewards Programme for various Digital Channels of Central Bank of India**

We, M/s\_\_\_\_are the Service provider for the Loyalty Rewards Solution which are being offered to Central Bank of India by us and if selected as vendor we hereby undertake to comply the following guidelines under this RFP: -

**“The Loyalty Rewards Solution Software supplied by us is free from bugs, malware, covert channels in code etc.”**

**Date: \_\_\_\_\_**

**Place: \_\_\_\_\_**

**Signature of Authorized Signatory: Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**ANNEXURE 26 - Certificate for RFP Cost Waiver for MSME/NSIC Firms/companies**

(On Letter head of Chartered Accountant)

Date:

This is to certify that M/s. \_\_\_\_\_, having registered office  
at

\_\_\_\_\_ has made an original investment of Rs. \_\_\_\_\_/-  
in

\_\_\_\_\_, as per Audited Balance Sheet as on 31.03.2023. Further we certify that  
the Company is classified as MSE under MSME Act 2006.

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

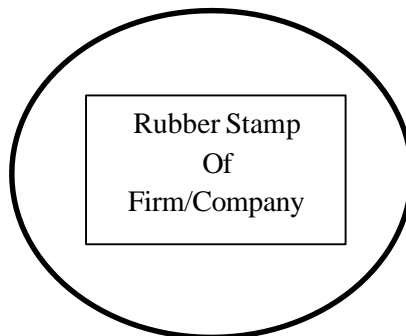
Chartered Accountant Firm/Company Name

Signature

Name

Reg No.

VID No.



-----XXXXX-----

