



सेन्ट्रल बैंक ऑफ़ इंडिया
Central Bank of India

1911 से आपके लिए "केंद्रित" "CENTRAL" TO YOU SINCE 1911

Limited Tender for Procurement of Point-to-Point Link from
DC & DRC to Near Site of Bank.

Central Bank of India – Tender No – GEM/2026/B/7930646



Central Bank of India
Department of Information Technology
4th Floor, Plot no-26, Sector-11
CBD Belapur, Navi Mumbai-400614

Limited Tender
For
Procurement of Point-to-Point Link from DC & DRC to Near
Site of Bank.

Bid Number: GEM/2026/B/7930646

18/08/2026

Disclaimer

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

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

List of Abbreviations

Following terms are used in the document interchangeably to mean:

Abbreviations	Description
Bidder	Single point of contact appointed by the Bank for procurement and supply of the equipment based on the Bill of Materials shared by the Bank.
CBS	Core Banking Solution
CO	Central Office
AAA	Authentication, Authorization and Accounting framework in Networking
AES	Advanced Encryption Standard
AMC	Annual Maintenance Contract
ATS	Annual Technical Support
Bank/CBoI	Central Bank of India
BFSI	Banking Financial Services and Insurance
BG	Bank Guarantee
Bidder / Service Provider / System Integrator	An eligible entity/ firm submitting a Proposal/ Bid in response to this RFP.
BOM	Bill of Material
CBS	Core Banking Solution
CPU	Central Processing Unit
CVC	Central Vigilance Commission
DC	Data Centre of the Bank which is located at Central Office, Belapur, Mumbai
DIT	Department of Information Technology
DMZ	Demilitarized Zone
DNS	Domain Name Server
DRC	Disaster Recovery Centre which is located in Hyderabad
EMD	Earnest Money Deposit
EMS	Enterprise Management System
GoI	Government of India
GST	Goods and Service Tax
HA	High Availability
HDD	Hard Disk Drive
HO	Head Office
IEM	Independent External Monitor
INR	Indian National Rupee
IP	Internet Protocol
IPS	Intrusion Prevention System
IT	Information Technology
MPLS	Multi-Protocol Label Switching
MPPS	Million Packets per Second

Abbreviations	Description
MSE	Micro, Small Enterprises
MTBF	Mean Time before Failure
NDA	Non-Disclosure Agreement
NMS	Network Management System
NOC	Network Operations Centre
NS	Near Site located at Navi Mumbai
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
PO	Purchase Order
Primary Site	Primary Site – Mumbai
Proposal / Bid	The Bidder's written reply or submission in response to this RFP.
PSB	Public Sector Bank
PSU	Public Sector Undertaking
RF	Radio Frequency
RFP	Request for Proposal
RMA	Return Material Authorization
RO	Regional Office
RPO	Recovery Point Objective
RTO	Recovery Time Objective
Secondary Site	Secondary Site – Hyderabad
SI	System Integrator
SIEM	Security Information and event Management
SLA	Service Level Agreement
SMTP	Simple Mail Transfer Protocol
SOAR	Security Orchestration Automation and Response
SoW	Scope of Work
SPOC	Single Point of Contact
SSD	Solid State Drive
SSL	Secure Sockets Layer
T&C	Terms & Conditions
TCO	Total Cost of Ownership
TCP	Transmission Control Protocol
TOR	Top of Rack
UAT	User Acceptance Test
VPN	Virtual Private Network
WAN	Wide Area Network
ZO	Zonal Office

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1. Invitation for Tender Offers

Central Bank of India, herein after referred to as the “Bank”, is a leading Public Sector Bank established in the year 1911. The Bank was nationalized in the year under Banking Companies (Transfer of Undertakings) Act-1970. The equity shares of the Bank are listed in both Bombay Stock Exchange/National Stock Exchange. The Bank is having its Central Office at ChanderMukhi, Nariman Point, Mumbai– 400021 and its Department of Information Technology at 4th Floor, Plot No. 26, Sector 11, Opp. CBD Belapur Railway Station, Navi Mumbai 400614. The Bank has pan India presence through its wide network of 4585 branches, 14 Zonal Offices, 91 Regional Offices & 12694 Banking Correspondent Offices spread across the country as on 31.03.2026.

Bank invites online Limited Tender offers (Technical Offer and Commercial offer) from eligible Bidders for Point to Point Link from DC & DRC to Near Site of Bank for a period of 5 (Five) years.

Network Links Specifications:

Sr No	No of Links	Locations	Bandwidth	Latency
1	1	Data Centre to Near Site	16 Gbps (Upgradable upto 32 Gbps)	Latency <700 Micro Seconds
2	1	Disaster Recovery Centre to Near Site	1 Gbps(Upgradable upto 3Gbps)	Latency <25 milli seconds

Important details related to Tender Process are given below:

Tender Reference Number	Tender No. GEM/2026/B/7930646
Date of issue of RFP	18.08.2026
Tender Type	Limited Tender
Last date and time for submission of Bid Document	28.08.2026 by 15:00 Hours
Mode of Bid Submission	Government e Marketplace (GeM)
Date and Time of Technical Bid Opening	28.08.2026 at 15:30 Hours
Response Types	1. Technical Bid+ Bid Security 2. Commercial Bid

Address for communication	Chief Manager-IT (Network) Central Bank of India, Department of Information Technology, 2 nd Floor, Opp. CBD Belapur Railway Station, Sector 11, CBD Belapur, Navi Mumbai 400614
Place of opening of Bids (Online)	Central Bank of India, Department of Information Technology, 4 th Floor, Opp. CBD Belapur Railway Station, Sector 11, CBD Belapur, Navi Mumbai 400614
Contact Numbers	Tel:(022) – 27582380/2410
Earnest Money Deposit	Bid security/ earnest Money of ₹ 12,00,000/- (Rupees Twelve Lakh Only) in the form of Bank Guarantee issued by a Scheduled Bank other than Central Bank of India for the entire period of Bid validity plus 3 months or by means of Banker's cheque/ Account Payee Demand Draft /RTGS/NEFT in the account no.- 3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no Tender No.: - GEM/2026/B/7930646 Dated: - 18/08/2026 in favour of "Central Bank Of India" and payable at Mumbai / Navi Mumbai.
Contact details	Interested Bidders are requested to send the email to:- smcbsnoc@centralbank.bank.in, cmnetwork@centralbank.bank.in, nwimpl@centralbank.bank.in, containing below mentioned information, so that in case of any clarification same may be issued: Name of company, contact person, Mailing address with Pin Code, Telephone No., Mobile No., email address etc.

Note: Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after submission of bids. No bidder shall be allowed to withdraw the bid.

Exemption from submission of EMD shall be given to Bidders, who are Micro and Small Enterprises (MSE) / Startups. The Bidders who are MSE have to submit necessary document issued by NSIC and the Bidders who are Startups has to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents. MSE/Startups firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD exemption.

Tender offers will normally be opened half an hour after the closing time. Any tender received without Document/Tender Cost (If required), will be disqualified.

Earnest Money Deposit mentioned above must accompany all tender offers (Technical Bid) as specified in this tender document.

Technical Specifications, Terms and Conditions and various format and Performa for submitting the tender offer are described in the tender document and its Annexures.

Assistant General Manager - IT
Central Bank of India, DIT, CBD Belapur, Navi Mumbai-400614

2. Eligibility Criteria

The Bidder must fulfil following eligibility criteria:

Sr.	Eligibility of the Bidder	Documents to be submitted
1	Bidder should be a Registered company under Indian Companies Act. 1956/2013 or LLP/Partnership firm and should have been in existence for a minimum period of 5 years in India, as on date. Bidder should be registered under G.S.T and/or tax registration in state where bidder has a registered office.	Copy of the Certificate of Incorporation issued by Registrar of Companies for companies and copy of registration certificate in case of LLP/Partnership Firm and full address of the registered office of the bidder.
2	If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority	Certified copy of the registration certificate.
3	Bidder should be registered under G.S.T and/or tax registration in state where bidder has a registered office	Proof of registration with GSTIN
4	The Bidder must have average Annual turnover of minimum ₹75 Crores in telecom business from India operations only in the last three financial years (i.e. 2023-24, 2024-25 and 2025-26) as per the audited balance sheet available at the time of submission of tender, of individual company and not as group of companies.	Copy of audited Balance Sheet and Certificate of the Chartered Accountant for preceding three FY.
5	The Bidder (including MSE) should report positive Operating Profit OR positive Net worth or Positive EBITDA during each of the last three (3) financial years.	Copy of audited balance sheet and Certificate of the Chartered Accountant for preceding three FY.
6	Bidder should have the following experience in deployment and commissioning of links: At least 1 P2P link should be operational in any BFSI/PSU/Govt. sector organization in India for a minimum period of one year with a bandwidth of at least 1 Gbps.	Copy of Purchase Order AND Client reference letter OR Copy of Sign off document.
7	Bidder should have direct support offices in Mumbai and Hyderabad	Submit the self-declaration on Company's letter head
8	The Bidder should have its own Network Operation Centre (NOC) / Network Management System (NMS) for checking the uptime, monitoring / maintenance of network. The bidder should have Toll Free number facility for call logging within India.	Submit the self-declaration on Company's letter head

9	Bidder should not have filed for bankruptcy in any country including India.	Submit the self-declaration on Company's letter head
10	At the time of bidding, the Bidder should not have been blacklisted / debarred by any Government offices / IBA / RBI / PSU / PSE / or Banks, Financial institutions for any reason or non-implementation / delivery of the order. Self-declaration to that effect should be submitted along with the technical bid.	Submit the self-declaration on Company's letter head
11	At the time of bidding, there should not have been any pending litigation or any legal dispute in the last five years, before any court of law between the Bidder and the Bank regarding supply of goods/services.	Submit the self-declaration on Company's letter head
12	Bidder should not have • NPA with any Bank in India / financial institutions. • Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder in the opinion of Central Bank of India to service the needs of the Bank.	Submit the self-declaration on Company's letter head
13	Bidder must provide confirmation that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/ management or partnership firms/ LLPs having common partners have not participated in the bid process.	Submit the self-declaration on Company's letter head

The Bidder must submit only such document as evidence of any fact as required herein. The Bank, if required, may call for additional documents during the evaluation process and the bidder will be bound to provide the same.

Central Bank of India reserves the right to verify references provided by the Bidder independently. Any decision of Bank in this regard shall be final, conclusive, and binding up on the bidder. Bank may accept or reject an offer without assigning any reason whatsoever.

- 1) Bidders need to ensure compliance to all the eligibility criteria points.
- 2) In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.

- 3) In case of business transfer where Bidder has acquired a Business from an entity (“Seller”), work experience credentials of the Seller in relation to the acquired business may be considered.
- 4) Bidder must provide Copy of Purchase Order AND Client reference letter OR Copy of Sign off document.
- 5) Scheduled Commercial Bank does not include Payments Bank, Cooperative Banks or RRBs.
- 6) While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): ‘Commission has decided that in all cases of procurement, the following guidelines may be followed:
 - i. *In RFP, either the Indian agent on behalf of the Bidder/OEM or Bidder/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer.*
 - ii. *If an agent submits bid on behalf of the Bidder /OEM, the same agent shall not submit a bid on behalf of another Bidder /OEM in the same RFP for the same item/product.'*

3. Bid Security (Earnest Money Deposit-EMD)

An amount of ₹ 12,00,000/- (Rupees Twelve Lakh Only) in the form of Bank Guarantee issued by a scheduled Bank other than Central Bank of India for the entire period of Bid validity plus 3 months or by means of Account Payee Demand Draft/ Banker's cheque /RTGS/NEFT in the account no.-3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no **GEM/2026/B/7930646** in favor of “Central Bank Of India” and payable at Mumbai/Navi Mumbai.

Since RFP is being floated on GeM Portal, Bid Security related exemptions as specified in clause 4, Section xiii, Sub-section 'm' of GeM GTC are applicable as the case may be. No interest is payable on EMD

The EMD / Bid Security shall be liable to be forfeited:

- 1) If a Bidder withdraws its tender during the period of tender validity specified by the Bidder; or
- 2) If the Bidder does not accept the correction of its Tender Price; or
- 3) If the successful Bidder fails within the specified time to:
 - i. Sign the Contract; or
 - ii. Furnish the required security deposit.
- 4) The EMD / Bid Security of a Joint Venture (JV) must be in the name of the JV that submits the tender. If the JV has not been legally constituted at the time of bidding, the EMD / Bid Security shall be in the names of all future partners as named in the letter of intent.
- 5) The EMD / Bid Security will be refunded to the Successful Bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee (PBG).
- 6) The EMD / Bid Security of unsuccessful Bidders shall be returned as promptly as possible after completion of bidding process.

4. Performance Bank Guarantee (PBG)

- 1) As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) from scheduled commercial Bank other than Central Bank of India, in the format given by the Bank in for Performance Bank Guarantee, for 5 % of the total project cost valid for 66 months, (5 years for total project period plus 6 months for claim period) validity of PBG starting from its date of issuance. The PBG shall be submitted within 21 days of the PO acceptance by the Bidder.
- 2) The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing Bank on the letterhead of the issuing Bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favour with authorization to sign the documents.
- 3) Each page of the PBG must bear the signature and seal of the PBG issuing Bank and PBG number.
- 4) In the event of the Successful Bidder being unable to service the contract for whatever reason, Bank may provide a cure period of 30 days and thereafter invoke the PBG, if the bidder is unable to service the contract for whatever reason.
- 5) In the event of delays by Successful Bidder in AMC support, service beyond the schedules given in the RFP, the Bank may provide a cure period of 30 days and thereafter invoke the PBG, if required.
- 6) Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract, indicating the contractual obligation(s) for which the Successful Bidder is in default.
- 7) The Bank shall also be entitled to make recoveries from the Successful Bidder's bills or any other amount due to him, the equivalent value of any payment made to him by the Bank due to inadvertence, error, collusion, misconstruction or misstatement.
- 8) The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

5. Cost of Bidding

The bidder shall bear all the costs associated with the preparation and submission of bid and Bank will in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

6. Contract Period

The Contract with selected Bidder will be for a period of 5 years from the link commissioning Sign-off date given by Bank officials. The contract will be deemed completed only when all the items and services contracted by the Bank are provided in good condition, installed, implemented, tested and accepted along with the associated documentation provided to Bank's employees as per the requirements of the contract

executed between the Bank and successful Bidder. After completion of contract period, Bank may extend /renew the contract additional 2 years on mutually agreed terms & conditions.

Scope of Work

- Bank intends to procure link for supply, installation and commissioning of Point-to-point connectivity (**Last mile connectivity from service providers other than BSNL/MTNL/Sify**) from Data Center to Near Site and Disaster Recovery Center to Near Site for a period of 5 years.
- Data Centre (DC) of the Bank is in CBD Belapur, Navi Mumbai. Disaster Recovery Centre (DRC) is located at Hyderabad and Near Site at Airoli, Navi Mumbai.
- The link shall be used for synchronous data replication from Bank's DC to Near Site and asynchronous data replication from DR to Near Site.
- Bidder may provide end to end connectivity on Wired Line with last mile on Optical Fiber. Last mile connectivity from service providers other than BSNL/MTNL/Sify. The hand off interface will be Single Mode for both links.
- Supply, installation and configuration of mux end equipment along with required Rack should be done by bidder for each site if not already available, at no extra cost to the Bank.
- Internal cabling & cross connectivity if required from the service provider mux to the router, must be laid & maintained by the bidder for each site.
- Bank should be able to log calls 24*7 via phone/email/web-portal.
- All hardware provided by bidder for terminating the connectivity at Bank end shall be, maintained and managed by the bidder. Bank will provide Router/Switch for each site for terminating of the connectivity. However, Mux end equipment along with required Rack & cross connectivity maintained and managed by bidder.
- The links should be shifted to the new site or upgraded as per the requirement of Bank without any additional cost within Three weeks from the date of work order.
- The links shall be architected, and equipment shall be procured such that bandwidth upgradation is achievable without replacement of the mux or fiber infrastructure, achievable via software licensing, card addition, or transponder/SFP upgrade only.
- The Bank may issue Purchase Order for any additional links for any new locations / enhancement in current locations as per the requirement of the Bank at any time during the contract period. The Successful Bidder has to provide such additional links as required by the Bank on the same rate discovered in Reverse Auction process.

7. Technical Specifications

1. The links should not be routed through MPLS cloud.
2. The links must provide a transparent feel, as if the two sites are on same local network
3. The link between DC to Near Site must support Fibre Channel (FC)(currently FC-16 SAN is used) for storage replication (SAN to SAN).
4. Both P2P link should be available in full duplex mode with sending and receiving available on the same circuit. Bidder has to provide the required bandwidth for upload and download simultaneously i.e.1:1.
5. The round-trip latency at all times for the DC to Near Site should be less than 700 Micro Seconds with full duplex load and DR to Near Site should be less than 25 milli seconds with full duplex load.
6. The links should not have any Single Point of Failure path w.r.t. to physical connectivity till last mile, service provide need to ensure Last Mile Redundancy.
7. Links should support jumbo frames (9000+ byte size) for data transmission.
8. Links should be free from CRC errors and jitter to ensure reliability and accuracy
9. The network equipment's deployed should be ipv6 compatible and whenever the Bank requires the Network shall be migrated to IPV6 without any additional cost to the Bank.
10. The replication link traffic of Bank should be totally separated from internet traffic and the links are not connected to Internet at any point.
11. The observations/recommendations of the Bank's IS Audit, Security Audit Team or any other audit conducted by the Bank or external agencies will be implemented and any escalation in cost on this account shall be borne by the Bidder. The Network infrastructure of the Bidder should be made available for inspection by Bank's Audit team or authorized representative of the Bank.
12. The equipment used in the Network or Networking Equipment's used by the service provider in their backbone should comply with the policies laid down by Government of India, Department of Telecommunications and should not have any spyware or malware built into it and capable of tracking voice and data traffic from a location outside the country.
13. The Bank will be monitoring the links through its own NMS tool also. Any uptime / downtime generated through this tool shall be binding on service providers.

8. Project Timelines

The bidder's link commissioning activity should be undertaken as per below schedule after receipt of PO.

Sr no	Activity	Time Period for Completion
1	Delivery, Installation and commissioning of One number of link from Data Center to Near Site(Latency <700 Micro Seconds)	within 6 weeks from the date of acceptance of purchase order

2	Delivery, Installation and commissioning of One number of link from Disaster Recovery Center to Near Site(Latency <25 milli seconds)	within 6 weeks from the date of acceptance of purchase order
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The Bank, at its discretion, shall have the right to alter the delivery schedule or links required to be commissioned based on the implementation plan. This will be communicated formally to the Bidder during the implementation, if need arises.

9.1 Shifting of link

After receiving the intimation from Bank in letter/shifting order or by way of email, bidder has to shift the requested link from old location to new location after ascertaining the feasibility at new location within Three weeks (including feasibility at new location). Bank may further place the order (beyond above mentioned figures) for link shifting as per the necessity and bidder has to shift the link as per the above mentioned timelines. No shifting charges shall be payable for even if the shifting is done to different premises.

9.2 Link Upgradation

After receiving the intimation from Bank by way of letter or e-mail, bidder has to upgrade the link as requested. Link upgradation activity should be completed within three weeks from the intimation given by Bank, failing which, penalty shall be applicable as per the relevant clauses of the RFP. Bidder should not charge any extra cost towards link upgradation, Bank will only pay applicable bandwidth charges from the date of enhanced bandwidth as per the commercials submitted by the successful bidders. Successful bidders should note that commercials for upgradation of links will be as per the price quoted in this RFP. These commercials will be applicable till the tenure of the project.

9. General Responsibility of Bidder

Delivery, Installation and Maintenance

1. Bidder should coordinate with the SPOC (DC/DRC) for all the assignments relating to this RFP.
2. The commercial proposal submitted by Bidder should be inclusive of cost for insurance and freight etc. However, the Bidder has the option to use transportation and insurance cover from any eligible source. Insurance cover shall be sole responsibility of the bidder till installation acceptance by Bank. The Bidder should also assure that the product would be replaced with no cost to Bank in case insurance cover is not taken by them.
3. Bidder need to quote for 16 Gbps link bandwidth for Data center to Near site and 1 Gbps link bandwidth for Disaster Recovery Center to Near Site. However, Bidder needs to provide commercial for 32 Gbps link bandwidth for Data center to Near site and 2 Gbps & 3 Gbps link bandwidth for Disaster Recovery Center to Near Site.
4. Any delay in installation/commissioning for whatsoever reasons should not entail in expiry of insurance and the same should be continued and extended up to the date of installation and acceptance of all the links by the Bank.

5. Bidder is required to co-ordinate with Bank for monitoring and troubleshooting for support, throughout the tenure of the contract.
6. Bidder is required to provide acceptance of Purchase Order, within 7 days of issuance of PO to the successful bidder by the Bank.

10. Liquidated Damage

The successful Bidder must strictly adhere to the schedules for completing the assignments. Failure to meet these Implementation schedule, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the successful bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the successful bidder's inability to meet the established delivery dates, and also the Bank may take suitable penal actions as deemed fit.

Penalty: The successful bidder shall agree to the penalties structure in accordance with the following:

The Liquidated Damages (LD) shall be 1% of amount for services including delivery and installation of goods/services which have been delayed for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract value. Once the maximum is reached, the Bank may consider termination of the contract and other penal measure will be taken like forfeiture of EMD, Foreclosure of BG etc.

In this context Bank may exercise both the rights simultaneously or severally. In case the Bank exercises its right to invoke the Bank guarantee and not to terminate the contract, the Bank may instruct to concerned bidder to submit fresh Bank guarantee for the same amount in this regard.

In case delay is attributable to Bank, proper evidence should be produced by Bidder.

11. Land Border Sharing Clause

The Bidder must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 Order (Public Procurement No. 1), Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020. Bidder should submit the undertaking in Annexure 13: Land Border Sharing Undertaking in this regard and also provide copy of registration certificate issued by competent authority wherever applicable.

Para 1 of Order (Public Procurement No. 1) dated 23-7-2020 and other relevant provisions are as follows:

- 1) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority.
- 2) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of Bidder stated hereinbefore, including any agency branch or office controlled by such persons, participating in a procurement process.
- 3) "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - i. An entity incorporated, established, or registered in such a country; or
 - ii. A subsidiary of an entity incorporated, established or registered in such a country; or

- iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- iv. An entity whose beneficial owner is situated in such a country; or
- v. An Indian (or other) agent of such an entity; or
- vi. A natural person who is a citizen of such a country; or
- vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

The beneficial owner for the purpose of (iii) above will be as under.

- 1) In case of a company or limited liability partnership, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

Explanation

- i “Controlling ownership interests” means ownership of or entitlement to more than twenty-five per-cent of shares or capital or profits of the company.
- ii “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder’s agreements or voting agreements.
- iii In case of partnership firm, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of entitlement to more than fifteen per-cent of capital or profits of the partnership.
- iv In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of or entitlement to more than fifteen per-cent of the property or capital or profits of such association or body of individuals.
- v Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person(s), who hold the position of senior managing official.
- vi In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per-cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- vii An agent is a person employed to do any act for another, or to represent another in dealings with third persons.

12. Monitoring & Audit

Compliance with security best practices may be monitored by periodic computer security audits/Information Security Audits/Statutory and Regulatory audit performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of: access and authorization procedures, backup and recovery procedures, network security controls and program change controls. The successful bidder must

provide the Bank access to various monitoring and performance measurement systems. The successful bidder has to remedy all discrepancies observed by the auditors at no additional cost to the Bank. For service level measurement, as defined in SLA, data recording is to be captured by the industry standard tools implemented by the Successful bidder. These tools should be a part of the proposed solution.

13. Bid Submission

1. Bidders satisfying the eligibility conditions (mentioned in Eligibility Criteria) and General terms and conditions specified in this document, may submit their bid through Government e-Marketplace (GeM) on or before the time-line stipulated in Invitation for Tender Offers.
2. All responses received after the due date/time be considered late and would be liable to be rejected. Government e-Marketplace (GeM) portal will not allow lodgement of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Bidder who lodges a late RFP response for any reason whatsoever.
3. Bank will not accept the bid through any other mode except GeM.
4. Bid Security / Earnest Money Deposit: "Earnest Money Deposit" shall be paid through RTGS (Real Time Gross Settlement) / NEFT (National Electronic Fund Transfer) in the account no.- 3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no **GEM/2026/B/7930646** in favour of "Central Bank of India" or by way of Bankers Cheque/Demand Draft/Pay Order favouring Central Bank of India, payable at Mumbai/Navi Mumbai.
5. The scanned copy of the receipt of making transaction is required to be uploaded on GeM portal at the time of "final online bid submission. The RFP response without proof of amount paid towards Bid Security are liable to be rejected.
6. Guarantee of an equal amount issued by a scheduled commercial Bank (other than Central Bank of India) located in India, valid in the form provided in the RFP (Annexure 9: Bid Security (Earnest Money Deposit)). The Demand Draft should be of a Commercial Bank only (other than Central Bank of India) and will be accepted subject to the discretion of the Bank.

Tender Schedule (Key Dates):

The Bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. Ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

1. At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

14. Integrity Pact

1. Each Participating bidder/s shall submit Integrity Pact, as per attached Annexure 6.
2. Duly stamped for ₹500 (Rupees Five Hundred Only). Integrity pact should be submitted by all participating bidders at the time of submission of bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact, as per time schedule prescribed by Bank may be relevant ground of disqualification for participating in Bid process. Hard copy of the Integrity Pact to be submitted to Bank prior to bid opening.

3. Bank has appointed Independent External Monitor (hereinafter referred to as IEM) for this pact, whose name and e-mail ID are as follows:
 - i. Shri Anant Kumar [anant_in@yahoo.com]
 - ii. Mr. Nirmal Anand Joseph Deva [mail: meghanadeva2022@gmail.com]
4. IEM's task shall be to review – independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
5. IEM shall not be subjected to instructions by the representatives of the parties and perform his functions neutrally and independently.
6. Both the parties accept that the IEM has the right to access all the documents relating to the project/procurement, including minutes of meetings.

15. Technical and Commercial Offers

Technical Offer

- 1) The Technical Offer (TO) should be complete in all respects and contains all information asked for, in this document.
- 2) It should not contain any price information. But a copy of the Masked commercial bid without mentioning the price should be attached with Technical Offer (TO). However, any mention of price in Technical Offer (TO) will result in disqualification of the bid.
- 3) The Technical Offer (TO) must be submitted in an organized and structured manner. All the product brochures / leaflets / manuals etc. should be submitted along with the Technical Offer (TO). The technical offer should be in compliance with technical requirement / specifications.
- 4) The Technical Offer (TO) must contain the proof of submission of bid security. Without any of the above mentioned requirements, bidder will be disqualified, and bid submitted by them will not be considered for process.

Commercial Offer

Commercial Bids of only technically qualified Bidders shall be opened on the basis of technical proposal. Bank will notify the date and time for participating in the online reverse auction process to the qualified Bidders. Contract will be awarded to L1 bidder identified in reverse auction process.

The Commercial Offer (CO) should be complete in all respect. It should contain only the price information as per Annexure 27: Commercial Bid.

- 1) The commercial offer should be in compliance with Technical configuration / specifications as per Minimum Technical Specifications.
- 2) The price to be quoted for all individual items and it should be unit price in Indian rupees.
- 3) In case there is a variation between numbers and words, the value mentioned in words would be considered. The Bidder is expected to quote unit price in Indian Rupees (without decimal places) for all components and services on a fixed price basis, as per the commercial Bid inclusive of all costs but excluding GST. GST (Goods and Services Taxes) shall be payable as per applicable structure laid down under GST Law. The Bank will not pay any other taxes, cost or charges. Any increase in GST will be paid in actuals by the Bank or any new tax introduced by the government will also be paid by

the Bank. The entire benefits/ advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the Bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. The Bank will not pay any out of pocket expense. The Selected Bidder will be entirely responsible for license fee, road permits, NMMC cess, LBT, Octroi, insurance etc. in connection with the delivery of products at site advised by the Bank including incidental services and commissioning.

16. Evaluation & Acceptance

- 1) Technical offers will be evaluated on the basis of compliance with eligibility criteria, technical specification, other terms & conditions stipulated in the RFP. Only those bidders who qualify in the technical evaluation would be considered for evaluating the commercial bid. Bank may, at its sole discretion, waive any non-conformity or deviations.
- 2) In case, any of the successful bidder is unable to honour in full or part of the contract awarded, Bank shall, at its sole discretion, distribute this shortfall to the other successful bidder(s) equally or in any ratio decided by the Bank.
- 3) Bank reserves the right to reject the bid offer under any of the following circumstances:
 - i. If the bid offer is incomplete and / or not accompanied by all stipulated documents.
 - ii. If the bid offer is not in conformity with the terms and conditions stipulated in the RFP.
 - iii. If there is a deviation in respect to the technical specifications of hardware items.
- 4) The Bank shall be under no obligation to mandatorily accept the lowest or any other offer received and shall be entitled to reject any or all offers without assigning reasons.

17. Reverse Auction

Reverse Auction would be conducted amongst all the technically qualified bidders except the highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in Reverse Auction. However, H-1 will also be allowed to participate in RA in following cases:

- a. If number of technically qualified bidders are only 2 or 3.
- b. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N sellers.
- c. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- d. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1.
- e. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1.

18. Evaluation Process

The competitive bids shall be evaluated in three phases:

- Stage 1 – Eligibility Criteria
- Stage 2 – Technical Bid
- Stage 3 – Lowest Commercial Bid (L1) through Reverse Auction

Stage -1 Eligibility Bid

Eligibility criterion for the Bidders to qualify this stage is clearly mentioned in Eligibility Criteria to this document. The Bidders who meet all these criteria would only qualify for the second stage of evaluation. The Bidder would also need to provide supporting documents for eligibility proof. All the credentials of the Bidder necessarily need to be relevant to the Indian market.

The decision of the Bank shall be final and binding on all the Bidders to this document. The Bank may accept or reject an offer without assigning any reason whatsoever.

Normalization of Bids

The Bank may go through a process of technical and/ or commercial evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids need to be normalized and that such normalization has a bearing on the commercial bid; the Bank may at its discretion ask all the technically shortlisted Bidders to resubmit the updated technical and commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission till the Bank is reasonably satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the technically short listed bidders will, by responding to this detailed document, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The Bidders, by submitting the response to this detailed document, agree to the process and conditions of the normalization process. Any non-compliance to the normalization process may result in disqualification of the concerned Bidder.

Bank may call for any clarifications/ additional particulars required, if any, on the technical/ commercial bids submitted. The Bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The Bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. Bank reserves the right to call for presentation(s), product walkthroughs, on the features of the solution offered etc., from the bidders based on the technical bids submitted by them. Central Bank of India also reserves the right to conduct reference site visits at the Bidder's client sites. Based upon the final technical scoring, short listing would be made of the eligible bidders for final commercial bidding.

Stage-2 Technical Evaluation Criteria

The Bidder must satisfy following categories to qualify for commercial evaluation (Stage 3).

- i. The bidder must comply to scope of the requirement as set out in the RFP and
- ii. The Bidder must comply to all the line items in Annexure 26: Masked Commercial Bid. It should not contain any price information. But a copy of the Masked commercial bid without mentioning the price should be attached with Technical Offer (TO). However, any mention of price in Technical Offer (TO) will result in disqualification of the bid.
- iii. The Bidder must comply to all the line items in Annexure 25: Minimum Technical Specification indicated by The Bank as "(Bidder shall provide their compliance here)" in column "Bidder compliance (Yes/No)" Bidders are required to comply with the requirements stated herein, if any Bidder's response is found to be non-compliant, then The Bank at its discretion may reject the Bid.

- iv. Bidder's detailed work plan – Bidder to share Gantt chart in conformity with the stated timelines. The Bidder should also share the key profiles and the number of representatives (across OEMs as well) being deployed across the Implementation Phase

Stage-3 Commercial Evaluation Criteria

Only those Bidders who have qualified after Stage 2 of Technical evaluation will be eligible for the Commercial Evaluation Criteria. The total cost of ownership for the purpose of evaluation shall be calculated over the contract period of 5 years.

Bank will award the contract to the successful Bidder, whose bid has been determined as the Lowest Commercial bid (L1) through the Reverse Auction process of this commercial evaluation through GeM Portal. The details of Reverse Auction process are given in Annexure 21. After completion of contract period, Bank may extend /renew the contract additional 2 years on mutually agreed terms & conditions.

The Total cost of Ownership of this tender will be the Grand Total - TCO quoted by the Bidder of the Summary Sheet of Annexure 27: Commercial Bid.

The Bidder shall not add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

The Bank shall be under no obligation to mandatorily accept the lowest or any other offer received and shall be entitled to reject any or all offers without assigning reasons whatsoever.

Bank reserves the right to undertake price negotiation with L1 Bidder / OEM even after getting the L1 price through Reverse Auction if desires so, in order to get further competitive price.

Note: Tendering process need not be cancelled merely on the grounds that a single tender was received provided that the single bid received is evaluated to be substantially responsive and deemed fit for award. Bank reserves right to proceed and award the tender to single bidder in case only one Bidder participates in the tender / qualifies in the technical bid evaluation. Bank can negotiate with such single bidder, if required.

19. Payment Terms

Bidder has to quote the cost for all items as per the Commercial, Technical Specifications and Scope of Work. Delivery means delivery of all components i.e., Hardware, Software, licenses, services, as applicable as specified in the document and part delivery of any item will not be considered.

1. Payment shall be released after submission of monthly link utilization and uptime/downtime reports as required by the Bank, after deduction of penalty, if applicable.
2. Payment will be released quarterly in arrears.
3. Only GST, wherever applicable, shall be borne by the Bank.
4. Bidders should raise invoice quarterly after completion of quarter
5. Bank shall deduct TDS (Tax deducted at source) as applicable.

6. All payments will be released only after submission of Service Level Agreement, NDA, Integrity Pact (wherever applicable), Performance Bank Guarantee and other declarations/documents as mentioned in the RFP.
7. Bidders should raise invoice quarterly after completion of quarter and the invoice should be submitted within 15 days from the date of generation of the invoice.
8. The payments will be made by DIT Central Office.
9. Cost of the project and its components shall remain the same during the contract period. Final Sign-off will be given only after successful implementation of the solution & successful testing.
10. Penalty maybe deducted from any payment due to the Bidder under this project.
11. In case of delayed delivery or incorrect delivery, then date of receipt of the correct and final service shall be treated as delivery date for penalty and other calculation. Bidder shall quote all the figures in numbers followed by total in words enclosed in brackets in all fields of indicative commercial bid.

Cost & Currency Price Composition

The Bidder is expected to quote unit price in Indian Rupees (without decimal places) for all components (software etc.) and services on a fixed price basis, as per the commercial Bid inclusive of all costs. GST (Goods and Services Taxes) shall be payable as per applicable structure laid-down under GST Law. Bank will not pay any other taxes, cost or charges.

Taxes

- 1) The consolidated fees and charges required to be paid by the Bank against each of the specified components under this RFP shall be all-inclusive amount with currently (prevailing) applicable taxes. The bidder shall provide the details of the taxes applicable in the invoices raised on the Bank. Accordingly, the Bank shall deduct at source, all applicable taxes including TDS from the payments due/ payments to bidder. The applicable tax shall be paid by the bidder to the concerned authorities.
- 2) In case of any variation (upward or down ward) in Government levies / taxes / etc. up-to the date of providing services, the benefit or burden of the same shall be passed on or adjusted to the Bank. If the service provider makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.
- 3) Goods and Services Taxes (GST) and its Compliance: -
 - i. Goods and Services Tax Law in India is a Comprehensive, multi-stage, destination-based tax that will be levied on every value addition. Bidder shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder.
 - ii. TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the supplier of taxable goods and services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances contained in the statutes include obtaining registration under the GST law by the

existing assesses as well as new assesses, periodic payments of taxes and furnishing various state-ment return by all the registered taxable person.

- iii. It is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit (ITR) to the Bank by way of commensurate reduction in the prices under the GST Law.
 - iv. If bidder as the case may be, is backlisted in the GST (Goods and Services Tax) portal or rating of a supplier falls below a mandatory level, as decided time to time may be relevant ground of can-cellation of Contract.
- 4) Bank shall deduct tax at source, if any, as per the applicable law of the land time being enforced. The Service provider shall pay any other taxes separately or along with GST if any attributed by the Gov-ernment Authorities including Municipal and Local bodies or any other authority authorized in this regard.

Fixed Price

The commercial offer shall be on a fixed price basis, inclusive of all taxes and levies. No price variation relating to increases in customs duty, excise tax, dollar price variation etc. will be permitted. The bidder shall pay any other applicable Taxes being applicable after placement of order, during currency of the project only.

20. Service Level & Penalty

Bidder should monitor and maintain the stated service levels to provide quality customer service to the Bank.

21.1 Link Availability

Data Center to Near Site link

Bidder shall maintain uptime of 99.995% on monthly basis. Bidder shall ensure latency of < 700 Micro Seconds for up to 90% utilization of the bandwidth at all times. Failure to maintain the uptime/latency of the link as required shall attract penalty. Penalty for latency and uptime is mutually exclusive and shall be applied separately.

The monthly Uptime of the links including last mile has to be 99.995%. Penalty shall be applicable for non-maintenance of uptime as follows:

Uptime Percentage/Latency	% of cost of rental charges
>=99.995%	NIL
<99.995% and >=99.50	5 % of monthly link cost
<99.50% and >=99.40%	10 % of monthly link cost
<99.40% and >=99.30%	15 % of monthly link cost
<99.30% and >=99.20%	20 % of monthly link cost

<99.20% and >=99.10%	25 % of monthly link cost
<99.10% and >=99%	30 % of monthly link cost
<=99%	Penalty at the rate of 40% of monthly link cost of the affected link for every 0.1% lower than the stipulated uptime
Average Latency >=700 Micro Seconds	3% of Quarterly link cost for every 30 minute or part thereof

Disaster Recovery Center to Near Site link

Bidder shall maintain uptime of 99.50% on monthly basis. Bidder shall ensure latency of < 25 Milli Seconds for upto 90% utilization of the bandwidth at all times. Failure to maintain the uptime/latency of the link as required shall attract penalty. Penalty for latency and uptime is mutually exclusive and shall be applied separately.

The monthly Uptime of the links including last mile has to be 99.50%. Penalty shall be applicable for non-maintenance of uptime as follows:

Uptime Percentage/Latency	% of cost of rental charges
>=99.50%	NIL
<99.50% and >=99.40%	10 % of monthly link cost
<99.40% and >=99.30%	15 % of monthly link cost
<99.30% and >=99.20%	20 % of monthly link cost
<99.20% and >=99.10%	25% of monthly link cost
<99.10% and >=99%	30 % of monthly link cost
<=99%	Penalty at the rate of 40% of monthly link cost of the affected link for every 0.1% lower than the stipulated uptime
Average Latency >=25 Milli Seconds	3% of Quarterly link cost for every 30 minute or part thereof

For purpose of calculating penalty, uptime is calculated as under :

$$\text{Uptime (\%)} = \frac{\text{Sum of total hours during month} - \text{Sum of downtime hours during month}}{\text{Sum of total hours during the month}} \times 100$$

Total hours during the month = No. of calendar days x 24 hours

- Performance for availability service level default would be measured on monthly basis.
- Since all the components are critical; they need to be monitored on a 24*7*365 basis.
- Response may be telephonic or onsite depending on the criticality.
- Penalty due to downtime, during contract period will be deducted from any subsequent payment to be made to the Successful bidder.

21.2 Penalty on account of delay in Upgradation/Shifting

The links should be shifted to the new site or upgraded as per the requirement of Bank without any additional cost within Three weeks from the date of work order. Penalty @1% of Quarterly link cost for per day of delay in upgrading/shifting the link will be applicable. However, for any delay happened due to acts/omissions of Bank no penalty will be levied for the duration delayed due to bank.

21.3 Penalty on account of non-submission of RCA

Bidder has to submit RCA report for every incident within 7 days of the reported incident. If bidder fails to submit the RCA report as per above mentioned timeline, then @1% of Monthly Link Charges for each day of delay will be deducted for non-submission. This penalty is exclusive from the above-mentioned penalties.

Other Terms and Conditions:

1. All penalties are mutually exclusive can be applied simultaneously.
2. Wherever applicable as stated above while effecting any payment, deduction towards LD payment will be made. Hence the bidder should raise the invoice deducting the penalty amount.
3. Further, the above payments will be released only after submission of PBG and signing of SLA (including Do & Don't), and NDA by Successful Bidder.
4. For DC to Near Site Link, if uptime goes less than 99.50% consecutive of 3 months and or if average latency in a month crosses 700 Micro Seconds for 1 hour, the Bank may consider termination of the contract and other penal measure will be taken like Foreclosure of BG etc.

22 Reporting of Material Adverse Events and Incident Management

The Bidder shall promptly report any material adverse events, including but not limited to data breaches, denial of service attacks, service unavailability, security vulnerabilities, unauthorized access, system failures, or any other incidents that may impact the Bank's operations or data integrity. Such incidents shall be reported to the Bank immediately upon identification, enabling the Bank to take prompt risk mitigation measures and ensure compliance with statutory and regulatory guidelines. The service provider shall provide all relevant details and updates regarding the incident, including the nature, scope, impact, and corrective actions taken, in accordance with the Bank's incident reporting procedures.

23 Insurance

The equipment (hardware/software, etc.) supplied under the contract shall be fully insured by the Service Provider against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, and installation. The insurance shall be obtained by the Service Provider, naming Central Bank of India as the beneficiary, for an amount equal to 100% of the invoiced value of the goods on an "all risks" basis, covering risks such as damage, theft, fire, or natural disasters. The period of insurance shall remain in effect until the supplied components are accepted by the Bank, and the rights to the property are

transferred to the Bank at its premises. In the event of any loss or damage, the Service Provider shall initiate and pursue the claim until settlement. Additionally, the Service Provider must promptly make arrangements for the repair and/or replacement of any damaged items, irrespective of the settlement of the claim by the underwriters. Furthermore, the Service Provider shall ensure that the insurance policy remains valid throughout the supply, transportation, and installation period, and any gaps in coverage shall be rectified immediately. The Service Provider shall also provide the Bank with necessary documentation of the insurance policy, claim details, and any associated correspondence with the underwriters.

24 Indemnity

- 1) The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's 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:
 - i. Bank's authorized / bonafide use of the Deliverables and/or the Services provided by Bidder under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
 - ii. Relating to or resulting directly from infringement of any third party patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.
 - iii. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, any or all terms and conditions stipulated in the SLA(Service level Agreement) or Purchase Order(PO) and/or
 - iv. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank and/or
 - v. Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
 - vi. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights and/or
 - vii. Breach of confidentiality obligations of the Bidder contained in this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or
 - viii. Negligence or gross misconduct attributable to the Bidder or its employees, agent or sub-contractors.
- 2) The Bidder shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property issued or registered in India, provided however,
 - i. The Bank notifies the Bidder in writing immediately on aware of such claim,
 - ii. The Bidder has sole control of defense and all related settlement negotiations,
 - iii. The Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and

- iv. The Bank does not make any statement or comments or representations about the claim without prior written consent of the Bidder, except under due process of law or order of the court. It is clarified that the Bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and Bidders) rights, interest and reputation.
- 3) The Bidder shall compensate the Bank for direct financial loss suffered by the Bank, if the Bidder fails to fix bugs, provide the Modifications / Enhancements / Customization as required by the Bank as per the terms and conditions of this RFP and to meet the Service Levels as per satisfaction of the Bank.
- 4) Additionally, the Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, suffered by Bank due to the following reasons:
- i. that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or The Bidder shall indemnify the Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where the Bank does not opt for retention of GST component on supplies.
 - ii. all claims, losses, costs, damages, expenses, action, suits and other proceedings resulting from infringement of any patent, trade-marks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act, 2000 or any Law, rules, regulation, bylaws, notification time being enforced in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim however:
 - The Bidder has sole control of the defense and all related settlement negotiations.
 - The Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and bidder is aware of the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect and incidental damages and compensations.
- 5) Bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from:
- 5.1. Bidder's compliance with Bank's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform Bank of the same);
 - 5.2. Inclusion in a Deliverable of any content or other materials provided by Bank and the infringement relates to or arises from such Bank materials or provided material;

- 5.3. Modification of a Deliverable after delivery by Bidder to Bank if such modification was not made by or on behalf of the Bidder;
- 5.4. operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Bidder; or
- 5.5. Use of a superseded release of some or all of the Deliverables or Bank's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Bidder.
- 6) In the event that Bank is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Bidder is required to indemnify Bank under this section according to a final decision of the courts or in the view of Bidder, Bidder, may at its own expense and option:
 - (i) Procure for Bank the right to continue using such Deliverable;
 - (ii) Modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance;
 - (iii) Replace the Deliverable with work product that is equal in capacity and performance but is non-infringing; or (iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Bidder shall refund the Bank the fees effectively paid for that Deliverable by the Bank subject to depreciation for the period of Use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of the Bidder and the exclusive remedy of the Bank in matters related to infringement of third party intellectual property rights.

25 Confidentiality & Non-Disclosure

- 1) The bidder is bound by this agreement for not disclosing the Banks data and other information. Resources working in the premises of the Bank are liable to follow the rules and regulations of the Bank.
- 2) The document contains information confidential and proprietary to the Bank. Additionally, the bidder will be exposed by virtue of the contracted activities to the internal business and operational information of the Bank, affiliates, and/or business partners, disclosure of receipt of this tender or any part of the aforementioned information to parties not directly involved in providing the requested services could result in the disqualification of the bidders, premature termination of the contract, or legal action against the bidder for breach of trust.
- 3) No news release, public announcement or any other reference to the order, relating to the contracted work if allotted with the assignment or any program hereunder shall be made without written consent from the Bank.

- 4) As the bidder providing support services for multiple Banks, the bidder at all times should take care to build strong safeguards so that there is no mixing together of information/ documents, records and assets is happening by any chance.
- 5) The bidder should undertake to maintain confidentiality of the Banks information even after the termination / expiry of the contracts.
- 6) The Non-Disclosure Agreement (NDA) should be entered in to between the Bank and the successful bidder within a period of 21 days from, the date of acceptance of purchase order.

Guarantee on Software License

The bidder shall guarantee that the software supplied under this contract to the Bank is licensed and legally obtained. Software supplied should not have any embedded malicious and virus programs. Bidder must comply RBI circular on “Cyber Security Framework for Banks” and assurance from the respective OEMs/Application providers that the application is free from embedded malicious/fraudulent code

26 Force Majeure

- 1) The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, as a result of force majeure. For the purpose of this clause, “Force Majeure” shall mean an event beyond the control of the parties, including but not limited to, due to or as a result of or caused by acts of God, wars, epidemic/pandemic, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.
- 2) In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within seven business days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- 3) 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 due to force majeure situation, the parties shall hold consultations with each other in an endeavour to find a solution to the problem. However bidder shall be entitled to receive payments for all services actually rendered up to the date of termination of date of agreement. The financial constraints by way of increased cost to perform the obligations shall not be treated as a force majeure situation if the obligations can otherwise be performed.

27 Resolution of Disputes

- 1) The Bank and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the Bank and the Bidder

have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.

- 2) All questions, disputes or differences arising under and out of, or in connection with the contract shall be referred to a sole arbitrator to be appointed mutually by the parties and in case of failure to appoint a sole arbitrator within 15 days from the raising of dispute the same shall be referred to the Arbitration Tribunal: one Arbitrator to be nominated by the Bank and the other to be nominated by the Bidder and the Presiding Arbitrator shall be appointed by the two Arbitrators appointed by the parties.
- 3) The decision of the Arbitration Tribunal shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai. The Language of Arbitration will be English. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, bidder will continue to perform its contractual obligations and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving as per the agreed scope between the parties.
- 4) 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 first transmitted by facsimile transmission, by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) on the date of acknowledgment signed by the receiver or (iii) the business date of receipt, if sent by courier.
- 5) This RFP shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP.

28 Format of the Letter of undertaking of Authenticity to be submitted by the Bidder.

The successful bidder has to submit the letter of undertaking of Authenticity and Undertaking at the time of acceptance of the letter of intent. The undertaking from OEMs needs to be provided to the Bank for the activities owned by them in coordination with the bidder as per the details mentioned in the document along with the pricing. The format for the same is as below.

“We undertake that all the components/parts/software used in the supplied devices shall be original, new components/ parts/ software only, from respective OEM/OSDs of the products and that no refurbished/ duplicate/ second hand components/ parts/ software are being used or shall be used.

We also undertake that in respect of licensed operating system, if asked for by you in the Purchase Order, the same shall be supplied along with the authorized license certificate and also that it shall be sourced from the authorized source.

We hereby undertake to produce the certificate from our OEM/OSD supplier in support of above undertaking at the time of implementation. It will be our responsibility to produce such letters from our OEM/OSD suppliers at the time of release of PO or within a reasonable time. In case of default and we

are unable to comply with the above at the time of delivery or during installation, for the software items already billed, we agree to take back the software/items without demur, if already supplied and return the money, if any paid to us by you in this regard”.

29 Sub-Contractor/ Independent Contractor

Nothing herein contained will be construed to imply a joint venture, partnership, principal agent relationship or co-employment or joint employment between the Bank and Bidder. Bidder, in furnishing services to the Bank hereunder, is acting only as an independent contractor. Bidder does not undertake by this Agreement or otherwise to perform any obligation of the Bank, whether regulatory or contractual, or to assume any responsibility for the Bank’s business or operations. The parties agree that, to the fullest extent permitted by applicable law; Bidder has not, and is not, assuming any duty or obligation that the Bank may owe to its customers or any other person. The bidder shall follow all the rules, regulations statutes and local laws and shall not commit breach of any such applicable laws, regulations etc. In respect of sub-contracts, as applicable – If required by the Bidders, should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the SLA/NDA (Non-Disclosure Agreement) irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits including labour laws for its employees and sub-contractors or as the case may be. Bidder should take Bank’s prior written permission before subcontracting/ resource outsourcing of any work related to the performance of this RFP or as the case may be, which permission shall not be unreasonably withheld by the Bank. The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for this project are completed and is available for scrutiny by the Bank.

30 Assignment

Bank may assign the Project and the solution and services provided therein by Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. The Bank shall have the right to assign such portion of the facilities management services to any of the Contractor/sub-contractor, at its sole option, upon the occurrence of the following: (i) Bidder refuses to perform; (ii) Bidder is unable to perform; (iii) termination of the contract with Bidder for any reason whatsoever; (iv) expiry of the contract. Such right shall be without prejudice to the rights and remedies, which the Bank may have against Bidder. Bidder shall ensure that the said sub-contractors shall agree to provide such services to the Bank at no less favourable terms than that provided by Bidder and shall include appropriate wordings to this effect in the agreement entered into by Bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of Bidder to perform or termination/expiry of the contract/project.

31 Execution of Contract, SLA & NDA

The bidder and Bank should execute:

- 1) Contract, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and
- 2) Non-disclosure Agreement.
- 3) The bidder should execute the contract, SLA and NDA within 21 days from the date of acceptance of the Purchase Order. In case of any discrepancy among the RFP, SLA and Purchase Order, the RFP clauses shall prevail.

32 Bidder's Liability

The Bidders aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of contract. The Bidder's liability in case of claims against the Bank resulting from **wilful misconduct** or gross negligence of the Bidder, its employees, or subcontractors, or from infringement of patents, trademarks, copyrights (if any), or breach of confidentiality obligations shall be unlimited. In no event shall Bank be liable for any indirect, incidental, or consequential damages or liability under, in connection with, or arising out of this tender and subsequent agreement or services provided. The bidder should ensure that the due diligence and verification of antecedents of employees/ personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.

Subject to any law to contrary, and to the maximum extent permitted by law neither party shall be liable to other for any remote and indirect loss or damages arising out of this tender and subsequent agreement or services provided.

33 Information Ownership

All information transmitted by successful Bidder belongs to the Bank. The Bidder does not acquire implicit access rights to the information or rights to redistribute the information unless and until written approval sought in this regard. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately, which is proved to have caused due to reasons solely attributable to bidder. Any information considered sensitive by the Bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The Bank's decision will be final if any unauthorized disclosure have encountered. Types of sensitive information that will be found on Bank system's which the Bidder plans to support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc. The successful Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any of the Bank location. The Bidder will have to also ensure that all sub-contractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.

34 Inspection, Audit and Review

All OEM/Bidder records with respect to any matters / issues covered under the scope of this RFP/project shall be made available to the Bank at any time during normal business hours, not more than 2 audits per year, to audit, examine, and make excerpts or transcripts of all relevant data. Such records are subject to examination. The cost of such audit will be borne by the Bank. Bidder shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank. Bank shall undertake a periodic review of service provider/BIDDER outsourced process to identify new outsourcing risks as they arise. The BIDDER shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the BIDDER outsourced to third party, there must be proper Agreement / purchase order with concerned third party. The Bank shall have right to intervene with appropriate measure to meet the Bank's legal and regulatory obligations. Access to books and records/Audit and Inspection would include:-

- 1) Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the BIDDER. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.
- 2) Provide the Bank with right to conduct audits on the BIDDER whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any audit or review reports and finding made on the service provider in conjunction with the services performed for the Bank.
- 3) Include clause to allow the Reserve Bank of India or persons authorized by it to access the Bank's documents: records of transactions, and other necessary information given to you, stored or processed by the BIDDER within a reasonable time. This includes information maintained in paper and electronic formats.
- 4) Recognized the right of the Reserve Bank to cause an inspection to be made of a service provider of the Bank and its books and account by one or more of its officers or employees or other persons. Banks shall at least on an annual basis, review the financial and operational condition of the BIDDER. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the BIDDER. Such assessment and reports on the BIDDER may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.
- 5) Any such audit shall be conducted expeditiously, efficiently, and at reasonable business hours after giving due notice to the Bidder which shall not be less than 10 days. The Bank shall not have access to the proprietary data of, or relating to, any other customer of Bidder, or a third party or Bidder's cost, profit, discount and pricing data. The audit shall not be permitted if it interferes with Bidder's ability to perform the services in accordance with the service levels, unless the Bank relieves Bidder from meeting the applicable service levels. The audit shall not be performed by any competitor of the Bidder. The auditor including regulatory auditor shall sign the confidentiality undertaking with the Bidder before conducting such audit.

35 Monitoring

Compliance with Information security best practices may be monitored by periodic Information security audits performed by or on behalf of the Bank and by the RBI. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Service Provider shall afford the Bank's representatives access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited by prior notice to the Bidder.

36 Visitations

The Bank shall be entitled to, either by itself or its authorized representative, visit any of the Bidder's premises by prior notice to ensure that data provided by the Bank is not misused.

The Bidder shall cooperate with the authorized representative(s) of the Bank and shall provide all information/ documents/required by the Bank.

37 Information Security

System should have standard input, communication, processing and output validations and controls. System hardening should be done by bidder. Access controls at DB, OS, and Application levels should be ensured. Bidder should comply with the Information Security Policy of the Bank. The Product offered should comply with regulator's guidelines. The bidder shall disclose security breaches if any to the Bank, without any delay.

38 Intellectual Property Rights

The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Bank agrees and acknowledges that same as expressly provided in this RFP, all Intellectual Property Rights in relation to the Hardware, Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Bidder during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Bidder or its licensor. During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank grants Bidder a right to use at no cost or charge the Hardware and Software licensed to the Bank, solely for the purpose of providing the Services.

The Bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Hardware and Software used by Bidder in performing its obligations under this Project. If a

third party's claim endangers or disrupts the Bank's use of the Hardware and Software, the Bidder shall at no further expense, charge, fees or costs to the Bank,

- Obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or
- Modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or
- Replace the Software with a compatible, functionally equivalent and non-infringing product. All third party Hardware/software / service/s provided by the bidder in the scope of the RFP will be the responsibility of the bidder if any discrepancy or infringement is encountered. The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out of the use of any third party software or modules supplied by the Bidder as part of this Project.

Bidder's Proprietary Software and Pre-Existing IP:- Bank acknowledges and agrees that this is a professional services agreement and this agreement is not intended to be used for licensing of any Bidder's proprietary software or tools. If Bidder and Bank mutually agree that the Bidder provides to Bank any proprietary software or tools of Bidder or of a third party, the parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this Clause shall not apply to any deliverables related to customization or implementation of any such proprietary software or products of Bidder or of a third party. Further, Bank acknowledges that in performing Services under this Agreement Bidder may use Bidder's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by Bidder prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services hereunder, ("Bidder Pre-Existing IP"). Notwithstanding anything to the contrary contained in this Agreement, Bidder shall continue to retain all the ownership, the rights title and interests to all Bidder Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting Bidder from using Bidder Pre-Existing IP in any manner. To the extent that any Bidder Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under this Agreement, Bidder hereby grants to Bank a non-exclusive, perpetual / subscription, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Bidder Pre-Existing IP in connection with the deliverables and only as part of the Deliverables in which they are incorporated or embedded. The foregoing license does not authorize Bank to (a) separate Bidder Pre-Existing IP from the deliverable in which they are incorporated for creating a stand-alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Bidder Pre-Existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Bidder in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Bidder Pre-Existing IP.

Residual Rights. Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of

this Agreement and Statement of Work(s) hereunder. For the purposes of clarity the Bidder shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the deliverables being provided hereunder for the Client, for any other customer of the Bidder (including without limitation any affiliate, competitor or potential competitor of the Bank. Nothing contained in this Clause shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party.

39 Termination

39.1 Termination for Default

The Bank, without prejudice to any other remedy for breach of contract, by 30 (Thirty) days written notice of default sent to the Successful Bidder, may terminate this Contract in whole or in part:

- 1) if the Successful Bidder fails to deliver any or all of the deliverables / milestones within the period(s) specified in the Contract, or within any extension thereof granted by the Bank provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure; or;
- 2) If the Successful Bidder fails to perform any other material obligation(s) under the contract provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure.
- 3) If the Successful Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

Prior to providing a written notice of termination to the Selected Bidder, Bank shall provide the selected bidder with a written notice of 30 days to cure any breach of the Contract. The decision to terminate the contract shall be taken only if the breach continues or remains unrectified, for reasons within the control of Bidder, even after the expiry of the cure period.

Bidder shall also have the right to terminate the agreement if the Bank commits a breach of the terms and conditions of the agreement and, where such breach is curable, fails to cure the same within 15 days provided for curing such breach.

In case the contract is terminated then all undisputed payment for the services delivered till the date of termination will be given to successful bidder, but disputed payment shall be discussed and will be paid once the dispute is resolved.

39.2 Termination for Insolvency

If either party becomes Bankrupt or insolvent, has a receiving order issued against it, with its creditors, or, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if either party takes or suffers any other analogous action in consequence of debt; then other party plans to, at any time, terminate the contract by giving written notice of 60 days to the party becoming Bankrupt etc. If the contract is terminated by either party in terms of this Clause, Bank shall be liable to make payment of the entire amount due under the contract for which services have been rendered by the Selected Bidder.

39.3 Termination for Convenience

Bank reserves the right to terminate the agreement with the Service Provider at any time by giving 30 (thirty) days prior written notice.

Bank also reserves the right to continue or discontinue the availment of product / services without assigning any reason, in case of its merger or amalgamation and the merged or amalgamated entity shall have the same rights.

39.4 Termination- Key Terms & Conditions

Either Party reserves the right to terminate the agreement with the other party at any time by giving 30 (thirty) days prior written notice to the other party.

Either Party shall also be entitled to terminate the agreement at any time by giving notice if the other party

- 1) has a winding up order made against it; or
- 2) has a receiver appointed over all or substantial assets; or
- 3) is or becomes unable to pay its debts as they become due; or
- 4) enters into any arrangement or composition with or for the benefit of its creditors; or
- 5) Passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

39.5 Right to Transfer IT Outsourcing Arrangements

In the event of termination, the Bank reserves the right to orderly transfer the proposed IT outsourcing arrangement to another service provider, if necessary or desirable, to ensure minimal disruption of services. This transfer shall be managed in an efficient manner, with the bidder cooperating fully with the Bank to facilitate this process, including transferring knowledge, data, and providing assistance as required.

39.6 Exit Option & Contract Re-Negotiation

The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- 1) Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 21 days of receipt of purchase contract.
- 2) Substantial delay in delivery, performance or implementation of the solution beyond the specified period.
- 3) Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of The Bank. Inability of the Bidder to remedy the situation within 60 days from the date of pointing out the defects by The Bank. (60 days will be construed as the notice period)

In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder will be expected to continue to provide services to the Bank as per the contract. Bank will continue to pay for all products and services that are accepted by it provided that all products and services as serving as per the agreed scope between the parties. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration. The Bank and the Bidder shall together prepare the Reverse Transition Plan. However, The Bank shall have the sole decision to ascertain whether such Plan has been complied with. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to The Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and services.

40 Privacy & Security Safeguards

- 1) The Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location. The Bidder will have to develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Bidder will have to also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.
- 2) The Bidder hereby agrees and confirms that they will disclose, forthwith, instances of security breaches.
- 3) The Bidder hereby agrees that they will preserve the documents.
- 4) The Bidder shall provide to the Bank, the details of all data related to the Bank and its customers that the service Provider captures, Processes and stores.
- 5) The Bidder may only share customer data with third parties when legally required, with prior consent, or for necessary operational purposes, ensuring compliance with confidentiality and data protection agreements.

41 Governing Law and Jurisdiction

The provisions of this RFP and subsequent Agreement shall be governed by the laws of India. The disputes, if any, arising out of this RFP/Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.

Statutory and Regulatory Requirements

The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This requirement shall supersede the responses provided by the Bidder in the technical response. During the period of warranty / AMC Bidder should comply with all requirements including any or all reports without any additional cost, defined by any

regulatory authority time to time and which fall under the scope of this RFP / Agreement. All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to the Bank during the tenure of the contract.

42 Compliance

The Service Provider (SP) agrees to comply with all applicable laws, regulations, and industry standards, including but not limited to the **Information Technology Act, 2000, Digital Personal Data Protection Act, 2023, RBI's various directions on Outsourcing of Information Technology Services** and any other relevant privacy laws. The SP shall ensure that the products and services provided under this agreement comply with all regulatory requirements, including guidelines set by authorities such as the **Reserve Bank of India (RBI)** and **FEMA**.

42.1 Type of material adverse events and the incidents required to be reported to Bank by the service provider:

- i. The Vendor shall promptly report any material adverse events, including (but not limited to)
 - a. Data breaches
 - b. Denial of service attacks
 - c. Service unavailability
 - d. Security vulnerabilities
 - e. Unauthorized access
 - f. System failures
 - g. Any other incidents that may impact Bank's operations or data integrity.
- ii. Such incidents shall be reported to the Bank immediately upon identification, enabling the Bank to take prompt risk mitigation measures and ensure compliance with statutory and regulatory guidelines.
- iii. The Vendor shall provide all relevant details and updates regarding the incident, including the nature, scope, impact, and corrective actions taken, in accordance with the Bank's incident reporting procedures.

42.2 Prior approval/consent of the Bank for use of sub-contractors by the service provider for all or part of an outsourced activity:

The Vendor shall obtain the Bank's prior written consent before sub-contracting or outsourcing all or part of activities covered under this agreement. The Vendor shall be contractually liable for the performance and risk management practices of its sub-contractors. The Vendor will remain fully responsible for ensuring that its sub-contractors adhere to the same performance standards, security protocols, and risk management practices as outlined in the agreement with the Bank. The Vendor should be obligated to manage and mitigate any risks arising from its sub-contractors' actions or failures, and to promptly address any issues related to sub-contractor performance that could impact the quality of service or compliance with the agreement.

42.3 Effective access by Bank to all record:

Bank should have effective access to all data, books, records, information, logs, alerts and business premises relevant to the outsourced activity, available with the Vendor.

42.4 No relationship of master and servant or employer and employee:

Notwithstanding what is stated elsewhere in this agreement, this agreement does not create any relationship of Master and servant or Employer and employee as between the Bank on the one hand and the Vendor and/or the personnel employed/engaged by the Vendor on the other hand. The parties expressly understand and agree that this agreement broadly covers in respect of specific job/s to be performed by the Service Provider.

42.5 Skilled resources of service provider who will provide core services as “essential personnel” so that a limited number of staff with back-up arrangements necessary to operate critical functions can work on-site during exigencies (including pandemic situations):

- i. The Vendor shall designate and maintain a pool of skilled resources who will be considered "essential personnel" for the delivery of core services under this agreement.
- ii. These personnel will be responsible for ensuring the continuity of critical functions, particularly during exigent circumstances such as emergencies, natural disasters, or pandemics.
- iii. In the event of such situations, the Vendor shall implement necessary backup arrangements to ensure that a limited but enough essential personnel are available to work on-site to support critical operations.
- iv. The Vendor shall make reasonable efforts to ensure the safety and well-being of these personnel while maintaining the uninterrupted delivery of critical services.
- v. The Vendor shall notify the Bank promptly of any significant changes to the availability or capacity of essential personnel, as well as any potential impact on service delivery.

42.6 Suitable back-to-back arrangements between service providers and the OEMs:

The Vendor shall ensure that suitable back-to-back arrangements are in place with Original Equipment Manufacturers (OEMs) to guarantee the provision of required products, services, and support. These arrangements must align with the terms and service levels defined in this agreement, ensuring that the Vendor can meet its obligations to the Bank and address any issues related to the OEM products or services in a timely and efficient manner. The Vendor is responsible for ensuring that the OEM's support and performance meet the agreed-upon standards, and for providing any necessary escalations or resolutions in the event of failure by the OEM to meet such standards.

42.7 Adherence to Cyber Security Policy

- 1) Bidder is responsible for complying with the security standards or desired security aspects of all the ICT resources in line with regulatory guidelines from time to time as well as Bank's IT/Information Security / Cyber Security Policy guidelines. Such guidelines will be shared with Vendor.
- 2) Bidder should ensure Data Security and protection of facilities/application managed by them. The deputed persons should be aware about Bank's IT/IS/Cyber security policy guidelines and have to maintain the utmost secrecy & confidentiality of the Bank's data including process performed. At

any time, if it comes to the notice of the Bank that data has been compromised/disclosed/mis-used/misappropriated then Bank would take suitable action as deemed fit and selected Bidder would be required to fully compensate the Bank of loss incurred by the Bank.

- 3) Bidder has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign “Non-Disclosure Agreement” document provided by Bank.
- 4) The Service provider shall put in place necessary controls within its organization for maintaining confidentiality of the Bank’s and its customer’s data.

42.8 Compliance with Laws

- 1) Compliance with all applicable laws: Successful bidder shall undertake to observe, adhere to, abide by, comply with the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this scope of work.
- 2) The Vendor shall ensure compliance with the provisions of the Information Technology Act, 2000, Digital Personal Data Protection Act, 2023 and all other applicable legal, regulatory, and industry requirements, including but not limited to data protection laws and privacy requirements, to protect the confidentiality, integrity, and security of customer data handled or processed under this Agreement. The Vendor shall be fully responsible for any non-adherence from applicable laws or regulations and shall indemnify and hold the Bank harmless from any claims, losses, damages, or penalties arising out of such non-compliance.
- 3) Compliance in obtaining approvals/permissions/licenses: Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project.

42.9 Digital Personal Data Protection Compliance

The Bidder/Vendor shall, always, comply with the provisions of the Digital Personal Data Protection Act, 2023 (“DPDP Act”) and the Digital Personal Data Protection Rules, 2025 / Notifications / Guidelines and further rules made thereunder. The Bidder/Vendor shall implement appropriate technical and organizational measures to ensure lawful processing, secure handling, confidentiality, integrity, availability, and protection of personal data obtained, accessed, shared, or processed in connection with this RFP and the resultant contract.

Further, the Bidder/Vendor shall take due care while collecting and dealing with sensitive personal data or information of Bank and its customer. Any processing of Personal Data by the Service Providers in the performance of the Agreement under this RFP shall be following the above Act/Rules. The Service Provider shall also ensure that any sub-contractor (if allowed) engaged by it shall act in compliance with the above Act, to the extent applicable.

The Bidder/Vendor shall act only on documented instructions of the Bank and shall not process personal data for any purpose other than the performance of the obligations under this RFP.

Any data breach, unauthorized access, misuse, loss, or disclosure of personal data must be reported to the Authority/Bank in writing within [24 hours] of occurrence, along with an incident report and remedial action plan.

The Bidder/Vendor shall indemnify and hold harmless the Bank against any loss, liability, penalty, claim, cost, or damages arising out of non-compliance with the DPDP Act and Rules.

42.10 Labour Law Adherence and Compliance with Court Directions

The Bidder/Vendor shall ensure full compliance with all applicable labour laws, employment laws, industrial relations regulations, social security legislation, and any orders/directions issued by competent Labour Courts/Industrial Tribunals/Authorities / RBI and any other Regulatory/ Statutory body in India.

The Bidder/Vendor shall be solely responsible for payment of salaries, wages, statutory contributions, benefits, and all dues to its employees, subcontractors, labour, and statutory personnel deployed for execution of work under this RFP.

No employer-employee relationship shall be deemed to exist between the Bank and the personnel engaged by the Bidder/Vendor.

In case of any claim, demand, dispute, or litigation arising due to non-compliance by the Bidder/Vendor, the same shall be solely borne and resolved by the Bidder/Vendor without any liability upon the Bank.

The Bidder/Vendor shall indemnify the Bank against any losses, costs, or legal liabilities on account of any violation or non-compliance of applicable laws including any liabilities, costs or expenses arising in connection with any proceedings in respect thereof.

43 Violation of Terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained under the RFP/Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages-

44 Corrupt & Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of The Bank and includes collusive practice among Bidders (prior to or after offer submission) designed to establish offer prices at artificial non-competitive levels and to deprive The Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

45 Publicity

Any publicity by either party in which the name of the other party is to be used should be done only with the explicit written permission of such other party.

46 Entire Agreement; Amendments

This RFP sets forth the entire agreement between the Bank and the Successful bidder and supersedes any other prior proposals, agreements and representations between them related to its subject matter, whether written or oral. No modifications or amendments to this Agreement shall be binding upon the parties unless made in writing, duly executed by authorized officials of both parties.

47 Survival and Severability

Any provision or covenant of the RFP, which expressly, or by its nature, imposes obligations on successful bidder shall so survive beyond the expiration, or termination of this Agreement. The invalidity of one or more provisions contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof; and in the event that one or more provisions shall be declared void or unenforceable by any court of competent jurisdiction, this Agreement shall be construed as if any such provision had not been inserted herein.

48 Bidding Document

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Document. Submission of a bid not responsive to the Bidding Document in every respect will be at the bidder's risk and may result in the rejection of its bid without any further reference to the bidder.

48.1 Amendments to Bidding Documents

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Document by amendments at the sole discretion of the Bank. All amendments will be either uploaded in the website or shall be delivered by hand / post / courier or through e-mail to all prospective bidders, who have received the bidding document and will be binding on them. For this purpose bidders must provide name of the contact person, mailing address, telephone number on the covering letter sent along with the bids.

In order to provide, prospective bidders, reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids.

48.2 Period of Validity

Bids shall remain valid for 120 days from the last date of bid submission. A bid valid for shorter period shall be rejected by the Bank as non-responsive.

48.3 Last Date and Time for Submission of Bids

Bids must be submitted not later than the specified date and time as specified in the Bid Document. Bank reserves the right to extend the date & time without mentioning any reason.

48.4 Late Bids

Any bid received after the deadline for submission of bids will be rejected and/or returned unopened to the Bidder, if so desired by him.

48.5 Modifications and/or Withdrawal of Bids

- 1) Bids once submitted will be treated as final and no further correspondence will be entertained on this.
- 2) No bid will be modified after the deadline for submission of bids.
- 3) No bidder shall be allowed to withdraw the bid, if the bidder happens to be a successful bidder.

48.6 Clarification of Bids

To assist in the examination, evaluation and comparison of bids the Bank may, at its discretion, ask the Bidder for clarification and response, which shall be in writing and without change in the price, shall be sought, offered or permitted.

48.7 Bank's Right to Accept or Reject Any Bid or All Bids

The Bank reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the Bank's action.

49 Signing of Contract

The successful bidder(s) to be called as bidder, shall be required to enter into an Agreement with the Bank, within 21 days of the award of the work order (when provided) or within such extended period as may be specified by the Bank.

50 Sustainable Sourcing

The Supplier 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.

51 Remote Access

Any type of remote access will not be allowed outside Bank's Network.

52 Business Continuity and Disaster Recovery

52.1 Business Continuity Plan (BCP)

The Service Provider shall have a documented Business Continuity Plan in place, which outlines the strategies for maintaining service availability in the event of an unexpected incident. The BCP should include, but is not limited to:

- 1) Detailed procedures for mitigating and recovering from various business disruptions.
- 2) Identification of key personnel, roles, and responsibilities in a crisis.
- 3) Communication plans to inform both the Service Provider and Customer of significant disruptions and progress towards recovery.

52.2 Disaster Recovery Plan (DRP)

The Service Provider shall maintain a Disaster Recovery Plan to restore critical services and infrastructure in the event of a disaster, including:

- 1) Specific recovery objectives, such as Recovery Time Objective (RTO) and Recovery Point Objective (RPO), to be met for each service.
- 2) Procedures for data backup, storage, and retrieval.
- 3) Clear steps to restore services to full functionality, including resource allocation and escalation procedures.

53 Obligation to Cooperate with relevant authorities in case of Insolvency/Resolution

53.1 Insolvency

In the event that Bank becomes subject to insolvency proceedings, financial restructuring, or resolution by relevant authorities (including, but not limited to, governmental bodies, regulatory agencies, or liquidators), the Service Provider shall cooperate fully with such authorities, in accordance with applicable laws and regulations.

53.2 Cooperation

The Service Provider agrees to provide all necessary information, documentation, and assistance as requested by the relevant authorities, including but not limited to access to data, records, systems, and personnel, to ensure a smooth transition or orderly resolution process.

53.3 Continued Service During Resolution

In the event of insolvency or resolution of the Bank, the Service Provider shall continue to perform its obligations under this Agreement unless otherwise directed by the relevant authorities or instructed by Bank.

53.4 Notification

The Service Provider shall notify the Bank promptly upon learning of any insolvency, liquidation, or resolution proceedings involving the Bank, and shall comply with any directions provided by the relevant authorities.

54 Data Localization

The Bidder shall ensure that all data, as applicable to the concerned Bank, is stored exclusively within India, in full compliance with the extant regulatory requirements set forth by the relevant authorities. The Bidder shall not store or process any data outside of India without prior written consent from the Bank and approval from regulatory bodies.

55 Authorized Signatory

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

56 Preference to Make in India

Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP(BE-II) dated 28.05.2018, 29.05.2019, 04.06.2020 16.09.2020,19.07.2024 will be applicable to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment. It is clarified that for all intents and purposes, the latest revised order i.e the order dated 19.07.2024 shall be applicable being revised Order of the original order i.e Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 dated 15.06.2017.

The salient features of the aforesaid Order are as under:

1. Class-I Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%
2. Class-II Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%.
3. Non-Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
4. The margin of purchase preference shall be 20 %, Margin of purchase preference means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.
5. "Minimum Local content" for the purpose of this RFP, the 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier',

the 'local content' requirement is minimum 20%. If Nodal Ministry/Department has prescribed different percentage of minimum 'local content' requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier', same shall be applicable.

Verification of Local contents:

1. The local supplier at the time of submission of bid shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per Annexure 4. Local content certificate shall be issued based upon the procedure for calculating the local content /domestic value addition on the basis of notification bearing no. F. No.33(1) /2017-IPHW dated 14-9-2017 issued by Ministry of Electronics and Information Technology read with Public Procurement (Preference to Make in India) Order 2017 Revised vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 16-09-2020.
2. False declaration will be in breach of the Code of Integrity under Rule 175(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 of the General Financial Rules along with such other actions may be permissible under law.
3. A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarments. The debarment for such other procuring entities shall take effect respectively from the date on which it comes to the notice of other procurement entities in the manner prescribed under order No P-45021/2/2017-PP(BE-II).

"Non- Class 1 and non- class 2 bidders are also eligible to participate. In case bids are received from Class 1 or Class 2 local suppliers, purchase preference will be given to such bidders in-line with Government of India guidelines. If Class 1 and Class-2 Bidders are not available, other bidders will be considered.

If in case none of the bidders could comply with Make in India preference clause, then, Bank shall go ahead with RFP and complete the tender process.

Procedure for preference to make in India which are not devisable in nature

In procurements of services where the bid is evaluated on price alone, the Class-I local supplier shall get purchase preference over Class-II local supplier as well as "Non – Local supplier: as per following procedure.

- 1) Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local supplier, the contract will be awarded to L1.
- 2) If L1 is not Class-I local supplier the lowest bidder among the Class-I local supplier will be invited to match the L1 price subject to Class-I local supplier quoted price falling within the

margin of purchase preference and contract shall be awarded to such a Class-I Local supplier subject to the matching the L1 price.

- 3) In case such a lowest eligible Class-I local supplier fails to match the L1 price the Class-I local supplier with the next higher bid within the margin of the purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly, In case none of the Class-I local supplier within the margin of preference matches the L1 price, the contract may be awarded to the L1 Bidder.
- 4) Class-II local supplier will not get purchase preference in any procurement under taken by procuring entities.

57 Order Cancellation

In addition to the cancellation of purchase order, Central Bank of India reserves the right to appropriate the damages from the Bank Guarantee given by the bidder and/or foreclose the bank guarantee given by the bidder against the advance payment and may take appropriate action. Further, in case of failure to adhere to the terms and conditions of the RFP in totality, concealment of facts in the tender documents, failure to fulfill the contractual obligations of the Purchase order etc., Bank may debar/blacklist the successful bidder from participating in future tender processes during the next three years.

Bank reserve the right to inform IBA/ other banks about blacklisting the Bidder in case of default in service or delay leading to financial or reputation loss , loss of time of the bank.

Checklist for Submission

#	Particulars	Bidders Remark (Yes/No)
1	Certificate of Incorporation	
2	Certified copy of the registration certificate	
3	Audited Balance sheets of last three years - 2023-24, 2024-25, 2025-26	
4	CA certificate for three years average Annual turnover for financial years 2023-24, 2024-25, 2025-26	
5	CA certificate for positive Operating Profit OR positive Net worth or Positive EBITDA for last three financial years 2023-24, 2024-25, 2025-26	
6	Self-declaration by the Authorized Signatory for not having filed for Bankruptcy in any country including India on company letter head	
7	Self-declaration on Company's letter head stating bidder should not have been blacklisted/debarred/ by any Govt. / IBA/RBI/PSU /PSE/ or Banks, Financial institutes for any reason or non-implementation/ delivery of the order.	
8	Self-declaration on Company's letter head stating Bidder and OEM should not have any pending litigation or any dispute in the last 5 years	

#	Particulars	Bidders Remark (Yes/No)
9	Self-declaration on Company's letter head regarding • NPA • Any case pending	
10	Copy of Purchase Order AND Client reference letter OR Copy of Sign off document for experience in deployment and commissioning of links.	
11	Self-declaration of having direct support offices in Mumbai and Hyderabad	
12	Annexure 1: Conformity Letter	
13	Annexure 2: Bidder's Information	
14	Annexure 3: Letter for Conformity of Product as per RFP	
15	Annexure 4: Certificate of Local Content for Make in India (MII)	
16	Annexure 5: Undertaking for Acceptance of Terms of RFP	
17	Annexure 6: Integrity Pact	
18	Annexure 7: Non-Disclosure Agreement	
19	Annexure 8: Performance Bank Guarantee	
20	Annexure 9: Bid Security (BG Format- for Earnest Money Deposit)	
21	Annexure 10: Bidder's Particulars	
22	Annexure 11: Compliance Certificate with respect to RBI's "Master Direction on Outsourcing of Information Technology Services"	
23	Annexure 12: NPA UNDERTAKING	
24	Annexure 13: Land Border Sharing Undertaking Letter	
25	Annexure 14: Cover Letter	
26	Annexure 15: Escalation Matrix	
27	Annexure 16: Eligibility Criteria Compliance	
28	Annexure 17: Guidelines on Banning of Business Dealing	
29	Annexure 18: Undertaking of Information Security from Bidder	
30	Annexure 19: Template for Third Party Due Diligence Questionnaire	
31	Annexure 20: Reverse Auction Process – Letter of Indemnity	
32	Annexure 21: Bid Security Declaration	
33	Annexure 22: Certificate for Confirmation of MSME/NSIC Firms	
34	Annexure 23: Know Your Employee (KYE) Clause	
35	Annexure 24: Minimum Technical Specification	
36	Annexure 25: Masked Commercial Bid	
37	Annexure 26: Commercial Bid	

Annexure 1: Conformity Letter

Date

To,

General Manager (IT),
Central Bank of India,
DIT, Sector 11,
CBD Belapur,
Navi Mumbai – 400614

Sir,

Sub: Tender No. **GEM/2026/B/7930646**

Further to our proposal dated _____, in response to the RFP document (hereinafter referred to as “RFP DOCUMENT”) issued by Central Bank of India (“Bank”) 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 document and the related addendums and other documents including the changes made to the original tender documents issued by the Bank.

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 Bank’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Designation

Company Name

Annexure 2: Bidder's Information

#	Particulars	Details
1.	Name of bidder	
2.	Constitution	
3.	Address with Pin code	
4.	Authorized Person for bid	
5.	Contact Details(Mail id & Mob No)	
6.	Years of Incorporation	
7.	Number of years of experience in Telecom Business	
8.	Annual Turnover (In Rs.) 2023-24 – 2024-25 – 2025-26 -	
9.	Operating Profits (In Rs.) 2023-24 – 2024-25 – 2025-26 -	
10.	Net Worth (In Rs.) 2023-24 – 2024-25 – 2025-26 -	
11.	EBITDA (In Rs.) 2023-24 – 2024-25 – 2025-26 -	
12.	Good and Service Tax Number	
13.	Income Tax Number	
14.	Whether direct manufacturer or authorized dealers	
15.	Name and Address of OEM	
16.	Brief Description of after sales service facilities available with the bidder.	
17.	Whether all RFP terms & conditions complied with.	

Signature

Name:

Designation:

Seal of Company

Date:

Annexure 3: Letter for Conformity of Product as per RFP

Date

To,

General Manager (IT),
Central Bank of India,
DIT, Sector 11,
CBD Belapur,
Navi Mumbai – 400614

Sir,

Sub: Tender No. **GEM/2026/B/7930646**

We submit our Bid Document herewith. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

We undertake that product and services supplied shall be as per the:-

Compliance	Compliance (Yes/ No)	Remarks
Terms & Conditions		
Scope of Work		

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

Signature

Name:

Designation:

Seal of Company

Date:

Annexure 4: Certificate of Local Content for Make in India (MII)

(Certificate from the statutory auditor or cost auditor of the company (in case of companies) .or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with .Registration Number with seal.)

Date:

To,
Central Bank of India,
Department of Information Technology,
4th Floor, Plot No. 26, Sector 11,
Opp. CBD Belapur Railway Station,
CBD Belapur, Navi Mumbai, 400614

Dear Sir,

Ref.: RFP No.: GEM/2026/B/7930646 Dated: 18/08/2026

This is to certify that proposed _____ <details of services> is having the local content of _____ % as defined in the above-mentioned RFP.

1. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated July 19, 2024.

Signature _____ with
company sealName:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Date:

Name of Authorised Representative: _____ Signature of Authorized
Representative: _____

Annexure 5: Undertaking for Acceptance of Terms of RFP

Date

To,

General Manager (IT),
Central Bank of India,
DIT, Sector 11,
CBD Belapur,
Navi Mumbai – 400614

Sir,

Sub: Tender No.

With reference to RFP for -----:

We understand that Bank shall be placing Order to the Successful Bidder inclusive of taxes only.

1. We confirm that in case of invocation of any Bank Guarantees submitted to the Bank, we will pay applicable GST on Bank Guarantee amount.
2. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
3. We here by confirm to undertake the ownership of the subject RFP.
4. We hereby undertake to provide latest product/ software with latest version. The charges for the above have been factored in Bill of Material (BOM), otherwise the Bid is liable for rejection. We also confirm that we have not changed the format of BOM.

Signature

Name:

Designation:

Seal of Company

Date:

Annexure 6: Integrity Pact

INTEGRITY PACT

Whereas Central Bank of India having its registered office at Chandermukhi, Nariman Point, Mumbai, India -400 021 acting through its CPPC- Customer Care Department, represented by General Manager / Dy. General Manager hereinafter referred to as the Buyer and the first party, proposes to procure (Name or category of the Equipment, services, etc.) hereinafter referred to as Stores and / or Services.

And

M/s _____ represented by _____ Chief
Executive
Officer,

(which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

Whereas the Bidder/Seller is a private company/public company/
/ partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as “Party” or collectively as the “parties”, as the context may require.

1. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc. of___and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for 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 Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.



2. Commitments of the Buyer

The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles: -

- (i) No employee of the Buyer, personally or through family members, will in connection with the tender, 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.
- (ii) The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
- (iii) The Buyer will exclude from the process all known prejudiced persons.

If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

3. Commitments of the Bidder(s) /Seller(s):

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

The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer'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 during the tendering or qualification process or during the execution of the contract.

The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.



(i) The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.

(ii) The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-contractor(s).

The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub-contractor(s).

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

4. Agents / Agency Commission

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter-Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

5. Previous Transgression

5.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.



5.2 If the Bidder /Seller makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

6. Company Code of Conduct

Bidders /Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

7. Sanctions for Violation

7.1 If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller(s) from the tender process or act as per the procedure mentioned herein below:

- (i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.
- (ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.
- (iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.
- (iv) Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.

7.2 . If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

8. Compensation for Damages

a. If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

b. If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

9. Price Fall Clause

The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU during the currency of the contract and if it is found at any stage that same or similar product / Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded”.



10. Independent External Monitor(s)

10.1 The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in RFP).

10.2 As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.

10.3 The Bidder(s) / Seller(s) if they deem it necessary, may furnish any information as relevant to their bid to the Independent External Monitors.

10.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.

10.5 If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.

10.6 The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, Central Bank of India, Chander Mukhi, Nariman Point, Mumbai 400021, within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

11. Law and Place of Jurisdiction

This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Mumbai, India.

12. Other Legal Actions

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

13. Integrity Pact Duration.

13.1 This Integrity Pact begins when both parties have legally signed it. It expires for the successful Bidder / Seller 10 months after the last payment under the contract, and for all other Bidders / Sellers within 6 months from date of placement of order / finalization of contract.

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

13.3 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

14. Other Provisions

14.1 Changes and supplements need to be made in writing. Side agreements have not been made.

14.2 The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

14.3 In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will



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subsist throughout its stated period.

14.4 Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.

14.5 This Integrity Pact is signed with Central Bank of India exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.

14.6 The Parties hereby sign this Integrity Pact at _____ on _____ (Seller/Bidder) and _____ on _____ (Buyer)

BUYER

BIDDER * /SELLER*

Signature:

Signature:

General Manager/Dy G M,

Authorized Signatory (*)

Central Bank of India,

.....Division

Date:

Date:

Stamp:

Stamp:

Witness

Witness

1. _____

2. _____

1. _____

2. _____

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

Annexure 7: Non-Disclosure Agreement

This Agreement made at _____, on this _____ day of _____ 2026

Between

_____ a company incorporated under the Companies Act, 1956/2013
having its registered office at _____ (hereinafter referred to as “-----”
which expression unless repugnant to the context or meaning thereof be deemed to include its
successors and assigns) of the ONE PART;

AND

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

Thebidder and BANK are hereinafter individually referred to as party and collectively
referred to as “the Parties”. Either of the parties which discloses or receives the confidential
information is respectively referred to herein as Disclosing Party and Receiving Party.

WHEREAS:

The Parties intend to engage in discussions and negotiations concerning the establishment of a business
relationship between them. In the course of such discussions and negotiations, it is anticipated that
both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or
confidential or proprietary information, for the purpose of enabling the other party to evaluate the
feasibility of such business relationship (hereinafter referred to as “the Purpose”).

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

1. Confidential Information

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

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

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

2. Non-Disclosure

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

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

3. Publications

Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

4. Term

This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease rights to any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

Notwithstanding anything to the contrary contained herein, the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.

5. Title & Proprietary Rights

Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies

of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

6. Return of Confidential Information

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph. The obligation under this clause will not apply where it is necessary to retain any confidential information for the purpose as required by the law or for internal auditing purposes or electronic data stored due to automatic archiving or backup procedures.

7. Remedies

The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

8. Entire Agreement, Amendment and Assignment

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. Governing Law and Jurisdiction

The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.

10. General

The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

11. Indemnity

The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party, its officers, employees, agents or consultants.

In WITNESS THEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written:



सेंट्रल बैंक ऑफ़ इंडिया
Central Bank of India

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DC & DRC to Near Site of Bank.

Central Bank of India – Tender No – GEM/2026/B/7930646

Signed, Sealed and Delivered for the Principal	Signed, Sealed and Delivered for the Bidder
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____
Company Seal	Company Seal
Witness I	Witness II
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____

Annexure 8: Performance Bank Guarantee

To,

Central Bank of India, Mumbai

In consideration of Central Bank of India having Registered Office at Chandermukhi Building, Nariman Point, Mumbai 400 021 (hereinafter referred to as “Purchaser”) having agreed to purchase of software, hardware & other components & services (hereinafter referred to as “Goods”) from M/s ----- (hereinafter referred to as “Contractor”) on the terms and conditions contained in their agreement/purchase order No----- dt.----- (hereinafter referred to as the “Contract”) subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the computer hardware, as per the terms and conditions of the said contract, to be supplied by the contractor and also guaranteeing the maintenance, by the contractor, of the computer hardware and systems as per the terms and conditions of the said contract;

1) We, ----- (Bank) (hereinafter called “the Bank”), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time up to ----- any money or moneys not exceeding a total sum of Rs----- (Rupees-----only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or that would be caused to or suffered by the purchaser by reason of failure of computer hardware to perform as per the said contract, and also failure of the contractor to maintain the computer hardware and systems as per the terms and conditions of the said contract.

2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether computer hardware has failed to perform as per the said contract, and also as to whether the contractor has failed to maintain the computer hardware and systems as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3) This Guarantee shall expire on -----; without prejudice to the purchaser’s claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e. ----- (this date should be date of expiry of Guarantee).

4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

5) In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor 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 the above or any other provisions of this Guarantee.



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6) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.

7) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

8) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other Banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un-cancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, email or registered post to our local address as mentioned in this guarantee.

10) Notwithstanding anything contained herein above:-

i) Our liability under this Bank Guarantee shall not exceed Rs------(Rupees-----only);

ii) This Bank Guarantee shall be valid up to -----;(date of expiry) and

iii) 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--- ----- (date of expiry of Guarantee)

11) The Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Date this ----- day of ----- 2026 at -----

For and on behalf of ----- Bank.

sd/- -----

Annexure 9: Bid Security (BG Format- for Earnest Money Deposit)

To,

General Manager-IT
Central Bank of India,
DIT, 1st Floor, CBD Belapur,
Navi Mumbai -400 614

Dear Sir,

In response to your invitation to respond to your RFP for _____, M/s _____ having their registered office at _____ (hereinafter called the “Bidder”) wishes to respond to the said Request for Proposal (RFP) and submit the proposal for as listed in the RFP document.

Whereas the “Bidder” has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of **Rs _____ (RupeesOnly)** as bid security as required to be submitted by the, Bidder” as a condition for participation in the said process of RFQ.

The Bid security for which this guarantee is given is liable to be enforced/ invoked:

1. If the Bidder withdraws his proposal during the period of the proposal validity; or
2. If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently. We undertake to pay immediately on demand to Central Bank of India the said amount of Rupees ----- without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by Central Bank of India which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed **Rs. _____ (RupeesOnly)**
2. This Bank guarantee will be valid up to _____; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank

Guarantee only upon service of a written claim or demand by you on or before _____
(date of expiry of BG plus claim period, if any)

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this _____ day of _____ at.

Yours faithfully,

For and on behalf of _____

Bank Authorised Official



सेंट्रल बैंक ऑफ़ इंडिया
Central Bank of India

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Central Bank of India – Tender No – GEM/2026/B/7930646

Annexure 10: Bidder's Particulars

#	Particulars	
1.	Name of the Bidder	
2.	Address with E mail id, Mobile no. and Pincode	
3.	GST Number	
4.	Bank Details	
5.	PAN Number	
6.	Name of Authorised Person Mobile No: Landline No:	
7.	i. Email ID ii. Alternative Email ID	
8.	Details of Document cost / Tender fee	UTR/Reference No. date & Amount
9.	Details of EMD	BG/UTR/Reference No. date & Amount
10.	Exemption Certificate details (if applicable). Eg: MSME/Udyog Aadhar certificate etc.	Please upload copy of the same along with details

Signature

Name:

Designation:

Seal of Company

Date:

Annexure 11: Compliance Certificate with respect to RBI's "Master Direction on Outsourcing of Information Technology Services"

(This letter should be on the letterhead of the bidder)

Date:-----

To,
General Manager-IT
DIT, Central Bank of India, Central Office,
Sector 11, CBD Belapur,
Mumbai – 400614

Subject: Limited Tender for Procurement of Point-to-Point Link from DC & DRC to Near Site of Bank.

Sir,

With reference to above, we <<<<Name of the Company>>>> hereby furnish and confirm the details as given below: -

1. Date of Agreement-
2. Expiry Date of Agreement
3. Type of Entity: Group Company/Not a group Company
4. Name of Directors of Company
5. Is any of the Director(s), Key Managerial Personnel and their relatives are stated above related to Central Bank of India: YES/NO

Note: - The terms 'control', 'director', 'key managerial personnel', and 'relative' have the same meaning as assigned under the Companies Act, 2013 and the Rules framed thereunder from time to time.

Authorized Signatory Name:

Designation:

Email and Phone



सेंट्रल बैंक ऑफ़ इंडिया
Central Bank of India

1911 से आपके लिए "सेंट्रल" "CENTRAL" TO YOU SINCE 1911

Limited Tender for Procurement of Point-to-Point Link from
DC & DRC to Near Site of Bank.

Central Bank of India – Tender No – GEM/2026/B/7930646

Annexure 12: NPA UNDERTAKING

Performa of letter to be given by all the bidders participating in RFP for Augmentation, Refresh of System Supporting Application at Bank on their official letter-head

Date:

To,
General Manager-IT,
Central Bank of India, Central Office,
Sector 11, CBD Belapur,
Navi Mumbai - 400614

Sir,

Subject: Limited Tender for Procurement of Point-to-Point Link from DC & DRC to Near Site of Bank.

We _____ (bidder name), hereby undertake that-

- We have not been declared NPA by any Bank in India.
- Further, we do not have any pending case with any organization across the globe which affects our credibility to service the Bank.

Yours faithfully,

Authorised Signatory

Designation

Bidder's corporate name

Annexure 13: Land Border Sharing Undertaking Letter

To

Date:

General Manager –IT,
Central Bank of India, Central Office,
Sector 11,
CBD Belapur,
Navi Mumbai – 400614

Sir,

Sub: Limited Tender for Procurement of Point-to-Point Link from DC & DRC to Near Site of Bank.

Dear Sir/Madam,

We, M/s _____ are a private/ public limited company/ LLP/ firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/2013, Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at _____ (referred to as the “Bidder”) are desirous of participating in the Tender Process in response to our captioned RFP and in this connection we hereby declare, confirm and agree as follows:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no.F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/ procurement of goods and services, of any Bidder from a country which shares a land border with India and/ or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we, the Bidder hereby declare and confirm that:

Strike off whichever is not applicable

1. “I/we have read the clause regarding restrictions on procurement from a bidder of the country which shares a land border with India; I/ we certify that _____ is not from such a country.”
2. “I/we have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I/we certify that _____ is from such a country. I hereby certify that _____ fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached]”

Further, in case the work awarded to us, I/we undertake that I/we shall not subcontract any of assigned work under this engagement without the prior permission of Bank.

Further, we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country,

has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our sub-contractor fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority]”

We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its rights to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

This declaration cum Undertaking is executed by us through our Authorized signatory/ ies after having read and understood the Office Memorandum and Order including the words defined in the said order.

Dated this _____ by _____ 20__

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name:

Address:

Email & Phone No.:

List of documents enclosed:

1. Copy of Certificate of valid registration with the Competent Authority (strike off if not applicable)
2. _____
3. _____
4. _____

Annexure 14: Cover Letter

Date:

To

General Manager-IT
DIT, Central Bank of India, Central Office,
Sector 11, CBD Belapur,
Mumbai - 400614

Dear Sir/Madam,

1. Having examined the Scope Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, install and maintain all the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your Bank in conformity with the said Scope Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Scope.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this Scope and also to comply with the delivery schedule as mentioned in the Scope Document.
3. We agree to abide by this bid Offer for 180 days from date of bid (Commercial Bid) opening and our Offer shall remain binding on us which may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We certify that we have provided all the information requested by the Bank in the format prescribed for. We also understand that the Bank has 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.

Authorised Signatory

(Name: Contact Person, Phone No., E-mail)

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

Annexure 15: Escalation Matrix

Ref: Tender No - **GEM/2026/B/7930646**

Date: -

To
The General Manager-IT
Department of Information Technology
Central Bank Of India
Plot No -26, Sector-11, CBD Belapur-400614, Navi Mumbai

Sir,

Reg: **Limited Tender for Procurement of Point-to-Point Link from DC & DRC to Near Site of Bank.**

Escalation Matrix.

Name of the Company

Delivery Related Issues:

Sr.	Name	Designation	Full Office Address	Phone No.	Mobile	Email address
A		First Level Contact				
B		Second level Contact				
C		Third level Contact				
D		Country Head				

Service Related Issues:

Sr.	Name	Designation	Full Office Address	Phone No.	Mobile	Email address
a		First Level Contact				
b		Second level Contact				
c		Third level Contact				
d		Country Head				

Any change in designation, substitution will be informed by us immediately.

(Signature of the Bidder with Seal)

Full name and Designation of authorized signatory

Date:

Phone No.:

E-mail:

Annexure 16: Eligibility Criteria Compliance

Bidder needs to comply with the eligibility criteria mentioned below. Non-compliance with any of these criteria would result in outright rejection of Bidder's proposal. Bidder is expected to provide proof for each of the points for eligibility evaluation criteria. Any credential detail not accompanied by required relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a bidder can provide.

The decision of Bank pertaining to Eligibility Criteria evaluation would be final and binding on all the bidders. Bank may accept or reject an offer without assigning any reason whatsoever.

Sr.	Eligibility of the Bidder	Documents to be submitted	Bidder's Complied (Yes/No)
1	Bidder should be a Registered company under Indian Companies Act. 1956/2013 or LLP/Partnership firm and should have been in existence for a minimum period of 5 years in India, as on date. Bidder should be registered under G.S.T and/or tax registration in state where bidder has a registered office.	Copy of the Certificate of Incorporation issued by Registrar of Companies for companies and copy of registration certificate in case of LLP/Partnership Firm and full address of the registered office of the bidder.	
2	If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority	Certified copy of the registration certificate.	
3	Bidder should be registered under G.S.T and/or tax registration in state where bidder has a registered office	Proof of registration with GSTIN	
4	The Bidder must have average Annual turnover of minimum ₹75 Crores in telecom business from India operations only in the last three financial years (i.e. 2023-24, 2024-25 and 2025-26) as per the audited balance sheet available at the time of submission of tender, of individual company and not as group of companies.	Copy of audited Balance Sheet and Certificate of the Chartered Accountant for preceding three FY.	
5	The Bidder (including MSE)	Copy of audited balance	

	should report positive Operating Profit OR positive Net worth or Positive EBITDA during each of the last three (3) financial years.	sheet and Certificate of the Chartered Accountant for preceding three FY.	
6	Bidder should have the following experience in deployment and commissioning of links: Atleast 1 P2P link should be operational in any BFSI/PSU/Govt. sector organization in India for a minimum period of one year with a bandwidth of atleast 1 Gbps.	Copy of Purchase Order AND Client reference letter OR Copy of Sign off document.	
7	Bidder should have direct support offices in Mumbai and Hyderabad	Submit the self-declaration on Company's letter head	
8	The Bidder should have its own Network Operation Centre (NOC) / Network Management System (NMS) for checking the uptime, monitoring / maintenance of network. The bidder should have Toll Free number facility for call logging within India.	Submit the self-declaration on Company's letter head	
9	Bidder should not have filed for bankruptcy in any country including India.	Submit the self-declaration on Company's letter head	
10	At the time of bidding, the Bidder should not have been blacklisted / debarred by any Government offices / IBA / RBI / PSU / PSE / or Banks, Financial institutions for any reason or non-implementation / delivery of the order. Self-declaration to that effect should be submitted along with the technical bid.	Submit the self-declaration on Company's letter head	
11	At the time of bidding, there should not have been any pending litigation or any legal dispute in the last five years, before any court of law between	Submit the self-declaration on Company's letter head	

	the Bidder and the Bank regarding supply of goods/services.		
12	Bidder should not have - NPA with any Bank in India / financial institutions. - Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder in the opinion of Central Bank of India to service the needs of the Bank.	Submit the self-declaration on Company's letter head	
13	Bidder must provide confirmation that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/ management or partnership firms/ LLPs having common partners have not participated in the bid process.	Submit the self-declaration on Company's letter head	

The bidder must submit only such document as evidence of any fact as required herein. The Bank, if required, may call for additional documents during the evaluation process and the bidder will be bound to provide the same.

*Bank reserves the right to verify references provided by the Bidder independently. Any decision of bank in this regard shall be final, conclusive and binding up on the bidder. Bank may accept or reject an offer without assigning any reason whatsoever.

- 1) Bidders need to ensure compliance to all the eligibility criteria points.
- 2) In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.
- 3) In case of business transfer where Bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired business may be considered.
- 4) Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
- 5) If an agent submits a bid on behalf of the Bidder/ OEM, the same agent shall not submit a bid on behalf of another Principal/ OEM for the same solution.
- 6) Scheduled Commercial Bank does not include Payments Bank, Cooperative Banks or RRBs.



सेंट्रल बैंक ऑफ़ इंडिया
Central Bank of India

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Central Bank of India – Tender No – GEM/2026/B/7930646

- 7) While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:
- In RFP, either the Indian agent on behalf of the Bidder/OEM or Bidder/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer.*
 - If an agent submits bid on behalf of the Bidder /OEM, the same agent shall not submit a bid on behalf of another Bidder /OEM in the same RFP for the same item/product.'*

Authorised Signatory

(Name: Contact Person, Phone No., E-mail)

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

Annexure 17: Guidelines on Banning of Business Dealing

1.0 GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0 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.

1.1 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.

1.2 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

2.0 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.

- 1) Introduction
- 2) Scope
- 3) Definitions
- 4) Initiation of banning / suspension
- 5) Suspension of business dealing
- 6) Ground on which banning of business dealings can be initiated
- 7) Banning of business dealings
- 8) Removal from list of approved agencies –suppliers/contractors
- 9) Show-cause notice
- 10) Appeal against the competent authority
- 11) Review of the decision by the competent authority
- 12) Circulation of names of agencies with whom business dealings have been banned

1. Introduction

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.

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.

2. Scope

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. 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.

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.

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.

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

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.

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

3. Definitions

In these Guidelines, unless the context otherwise requires:

- 1) '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'.
- 2) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
 - i. If one is a subsidiary of the other;
 - ii. If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - iii. If management is common;
 - iv. If one owns or controls the other in any manner.
- 3) 'Competent Authority' and 'Appellate Authority' shall mean the following:
 - i. For Bank (entire CENTRAL BANK OF INDIA) wide Banning Executive Director (GAD) shall be the "Competent Authority" for the purpose of these guidelines. Chairman & Managing Director, 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.
 - ii. For banning of business dealings with Foreign Suppliers of imported goods, CENTRAL BANK OF INDIA Executive Directors" Committee (EDC) shall be the "Competent Authority". The Appeal against the Order passed by EDC, shall lie with Chairman & Managing Director, as First Appellate Authority.
 - iii. 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.
 - iv. 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 GAD shall be the "Competent Authority" and concerned Executive Director (GAD) shall be the "Appellate Authority".
 - v. Chairman & Managing Director, 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.

- 4) '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.
- 5) '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.

4. 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 (GAD), 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 (GAD) 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, GAD to place it before Executive Directors Committee (EDC) with ED (GAD) 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, GAD.

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, GAD.

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 into 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 warrant;

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 its 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 & GAD. Member from GAD shall be the convener of the committee. The functions of the committee shall, inter-alia include:

- 1) 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.
- 2) To recommend for issue of show-cause notice to the Agency by the concerned department.
- 3) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- 4) 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 (GAD) 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. GAD 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 (GAD) 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 (GAD) 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.

- 1) Banning of the agencies shall apply throughout the Bank including Subsidiaries.



- 2) Based on the complaint forwarded by ED (GAD) 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, GAD to place it before Executive Directors' Committee (EDC) with ED (GAD) as Convener of the Committee.
- 3) The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, GAD.
- 4) If EDC opines that it is a fit case for initiating banning action, it will direct ED (GAD) to issue show-cause notice to the agency for replying within a reasonable period.
- 5) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED (GAD) to EDC for consideration & decision.
- 6) The decision of the EDC shall be communicated to the agency by ED (GAD).

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:

- i. For exonerating the Agency if the charges are not established;
- ii. For removing the Agency from the list of approved Suppliers / Contractors, etc.
- iii. 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



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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.



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Annexure 18: Undertaking of Information Security from Bidder

Ref: Tender No - **GEM/2026/B/7930646**

Date: -

To,
The General Manager-IT
Department of Information Technology
Central Bank Of India
Plot No -26, Sector-11, CBD Belapur, Navi Mumbai-400614,

Sir,

Reg:- Limited Tender for Procurement of Point-to-Point Link from DC & DRC to Near Site of Bank.

We hereby undertake that the proposed product to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the software being delivered as well as any subsequent versions/modifications done) which may lead to any data leakage/compromise of the server/solution or any cyber security incident in future.

We also undertake that :-

- 1) The product offered, as part of the contract, does not contain Embedded Malicious Code that would activate procedures to:
 - i) Inhibit the desires and designed function of the equipment.
 - ii) Cause physical damage to the user or equipment during the exploitation.
 - iii) Tap information resident or transient in the equipment/network
- 2) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software and any loss occurring due to the above may be recovered from the existing contracts.
- 3) To ensure that the setup / link provided for updation / downloading / authorisation of licenses either on Banks network or through Internet should be free of any malware / viruses etc. Any damages / losses caused to Bank due to aforesaid shall be passed on to the bidder account.

Yours faithfully,

(Signature of the Bidder with Seal)

Full name and Designation of authorized signatory

Date:

Phone No.:

E-mail:

Annexure 19: Template for Third Party Due Diligence Questionnaire

Third Party Name					
Third Party Location					
Service Description					
S. N.	Domain	Sub-domain	Control question	Re-spons e	Com-ments (If any)
				(To be filled by Third Party)	
1	Governance	Strategy & Operating Model	Do you have a dedicated information / cyber security team, responsible for information security governance across the organization?		
2	Governance	Policies, Standards & Architecture	Do you have information / cyber security policy?		
3	Governance	Policies, Standards & Architecture	Are all your policies and procedures reviewed periodically?		
4	Governance	Cyber Risk Culture & Behaviour	Do you perform periodic risk assessments? If Yes, please define the frequency		
5	Governance	Cyber Risk Management, Metrics & Reporting	Is your environment ISO 27001: 2013 certified for the scope of the service being offered to Central Bank of India? If Yes, please provide the latest copy of the certification and specify the scope of implementation.		
6	Governance	Cyber Risk Management, Metrics & Reporting	Is your environment SOC 2 Type II attested or certified for the scope of the service being offered to Central Bank of India?		
7	Governance	Cyber Risk Management, Metrics & Reporting	Is your environment PCI - DSS certified for the scope of the service being offered to Central Bank of India?		
8	Governance	Cyber Risk Management, Metrics & Reporting	Are appropriate procedures & controls implemented to ensure compliance with the usage of proprietary software products?		



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9	Resilient	Incident & Crisis Readiness	Do you have a formal document for incident management?		
10	Resilient	Incident & Crisis Readiness	Is awareness training given to your employees to identify information security events?		
11	Resilient	Incident & Crisis Readiness	Do you have a formal cyber crisis management plan?		
12	Resilient	Incident Response	a. Have you ever experienced a cybersecurity incident or data breach in last 3 years? This includes network, systems, software, etc. b. Will you notify Central Bank of India about any security, privacy incident, and event of disaster affecting Central bank of India services within 2 hrs. of incident being identified? c. Are the root cause analysis is performed for the security incidents.		
13	Resilient	Incident Response	Please provide details if you have ever been subject to any enforcement actions, investigations or litigation related to privacy or information security?		
14	Resilient	BCP / DR	Do you have a Business Continuity / Disaster Recovery Plan in place at an organization level?		
15	Resilient	BCP / DR	Have you identified the events that could cause interruptions to business process?		
16	Resilient	BCP / DR			
17	Resilient	BCP / DR	Do you have a failover site? Please describe if that is Hot, Warm or Cold site.		
18	Resilient	BCP / DR	Is there sufficient redundant capacity to ensure services are not impacted in multi-tenant environments during peak usage?		
19	Resilient	BCP / DR	If You store Central Bank of India data - is backed up data tested on a regular basis? - is data backup encrypted?		
20	Information Security	Penetration Testing & Vulnerability Scanning	Do you periodically perform External IS Audit/ VAPA		



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21	Information Security	Security Event Monitoring	1. Do you have mechanism to preserve Audit trail logs?		
22	Information Security	Network Security	Have you implemented Advance cyber security controls/ tools (eg. WAF, DDoS, Firewall , SIEM etc)		
23	Information Security	Customer Data Protection	Do you have the technical capabilities to identify & segregate Central Bank of India's data [including Bank's customer data] from other entities data and maintain confidentiality & integrity? Please describe and share the evidence.		
24	Ethics, Regulatory & Compliance	Ethics, Regulatory & Compliance	Has the third-party or has any of the third-party's owners directors/ shareholders/employees been the subject of any allegations, investigation, conviction and/or other relevant criminal practices relating to bribery or corruption in the last three years?		
25	Ethics, Regulatory & Compliance	Ethics, Regulatory & Compliance	Has the third-party complied with all applicable provisions of HR-related Acts, including, but not limited to Contract Labour (Regulation & Abolition) Act, Minimum Wages Act, Payment of Wages Act, Maternity Benefits Act, Payment of Gratuity Act, Equal Remuneration Act, Employee's Compensation Act, etc.?		
26	Ethics, Regulatory & Compliance	Ethics, Regulatory & Compliance	In the last three years has the third-party received any local/governmental citations or fines relating to labour issues?		
27	Data Privacy	Monitoring & Enforcement	Do you have Adequate data privacy and security controls in place to protect data integrity and confidentiality.		
28	Data Privacy	Monitoring & Enforcement	Do you have and regular data privacy training and awareness module for your employees?		
29	Operational	HR/Personnel Security	Do you perform a background screening or check prior to allowing constituent access to systems and data ?		
30	Operational	Operation Management	Does the third-party have a defined process for tracking and ensuring compliance to SLAs / KPIs agreed with Central Bank of India?		



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31	Operational	Operation Management	Are there adequate controls in place to monitor the activities undertaken through subcontracting, including tracking of errors, etc.?		
32	Operational	Supply Chain Risk Management	Do you have documented & approved Organization level outsourcing risk management policy/framework to govern your third parties you are dependent upon?		
33	Operational	Supply Chain Risk Management	i. Have you obtained the prior consent from Central Bank of India for subcontracting complete or partial activities to third party[ies]		
34	Operational	Supply Chain Risk Management	Does your Agreement /Contract with your third parties who will be involved in provisioning/rendering services to Central Bank of India include a. Information/Data security/Regulatory requirements and applicable data security standards, privacy laws & data localization requirements b. Confidentiality c. Business Continuity d. Right to audit & seek information from the service provider.		
35	Strategic and Geographical	Country risk assessment	Do the third party provides service from India.		
36	Strategic and Geographical	Adverse Media	Has there been any adverse media published against the third party in past 2 years (relating to Financial Reporting, AML, Human Rights, Environmental Laws, Others etc.)). If Yes, please describe		
37	Financial Risk	Revenue Trend	Does the third party have a positive Net Worth/ Revenue Trend for last 3 financial years?		
38	Regulatory and Supervisory requirements		whether the service provider is located in India or abroad, the Service provide shall ensure that the outsourcing should neither impede nor interfere with the ability of the Bank to effectively oversee and manage the outsourcing activities. Further, the Service provide shall		



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			ensure that the outsourcing does not impede the RBI/ Auditor in carrying out its supervisory functions and objectives.		
39	Physical security	Physical & Environmental Security	a. Does vendor have physical and environmental security measures in place like CCTV, Fire extinguisher, fire alarm, Smoke detector, biometric, UPS, AC, etc. b. Is there regular fire drills performed?		

The bidder is liable to be evaluated at the stage of Eligibility /Technical Evaluation for due diligence as per the format provided in Annexure 25 and the Bank reserves the right to qualify or disqualify the bidder based on the risk assessment.

I /We hereby certified that the above information/data provided is correct and true. Bank can call for Evidence/ Documentary proof/ data in support of the above information for Audit / internal purpose anytime and the same will be provided and submitted to Bank as and when required

Authorised Signatory

Name & Designation of Authorised Signatory

Annexure 20: Reverse Auction Process – Letter of Indemnity

LETTER OF INDEMNITY TO BE GIVEN IN THE COMPANY LETTER HEAD

Tender Ref: - **GEM/2026/B/7930646**

Date: -

To
The General Manager-IT
Department of Information Technology
Central Bank Of India
Plot No -26, Sector-11, CBD Belapur-400614, Navi Mumbai

Sir,

Reg: **Reverse Auction Process.**

We refer to our bid for your RFP No. **GEM/2026/B/7930646** dated 18/08/2026 for “Limited Tender for Procurement of Point-to-Point Link from DC & DRC to Near Site of Bank.”. We, _____ (Company) hereby undertake to indemnify central Bank of India and agree to protect and hold The Bank harmless against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademark, copyrights etc.

The Bank undertakes to: (i) give prompt notice to the Bidder concerning the existence of the indemnifiable event; (ii) grant authority to the Bidder to defend or settle any related action or claim; and, (iii) provide, at the Bidder’s expense, such information, cooperation and assistance to the Bidder as may be reasonably necessary for the Bidder to defend or settle the claim or action. Bank’s failure to give prompt notice shall not constitute a waiver of The Bank’s right to indemnification and shall affect the Bidder’s indemnification obligations only to the extent that the Bidder’s rights are materially prejudiced by such failure or delay. Notwithstanding anything to the contrary set forth herein, (i) The Bank may participate, at its own expense, in any defense and settlement directly or through counsel of its choice, and (ii) the Bidder shall not enter into any settlement agreement on terms that would diminish the rights provided to The Bank or increase the obligations assumed by The Bank under this Agreement, without the prior written consent of The Bank. If the Bidder elects not to defend any claim, The Bank shall have the right to defend or settle the claim as it may deem appropriate, at the cost and expense of the Bidder, and shall be entitled to deduct from payments to the Bidder such costs and expenses as may be incurred by The Bank provided however should the amount payable to the Bidder be insufficient to recover the expenses incurred by The Bank, the Bidder shall promptly reimburse The Bank for all costs, expenses, settlement amounts and other damages.

In the event of any loss or damage on account of error in reconciliation, any reason whatsoever, Bidder shall liable to The Bank for each such event and in respect of each occasion at which such event occurs. If The Bank is in a position to recover a part of or the entire amount of loss suffered by The Bank from its insurance claims and provided that the Bidder has reimbursed The Bank of the entire loss, the amount recovered by The Bank from the insurer shall be refunded to the Bidder.

Bidder is also liable to bear any losses for failure on part of the bidder that bank or customer suffers owing to lapses in reconciliation or due to occurrence of any fraudulent transactions going unnoticed on account of reconciliation failure, security procedures or standards. The Bidder shall adequately



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compensate the bank for any loss occurred to the bank due to the any system/Procedure/Service lacuna of the outsourced agency.

Yours faithfully,

(Signature of the Bidder with Seal)

Full name and Designation of authorized signatory

Date:



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Annexure 21: Bid Security Declaration

To

Central Bank of India,
Department of Information Technology,
4th Floor, Plot No. 26, Sector 11,
Opp. CBD Belapure Railway Station,
CBD Belapur, Navi Mumbai 400614
Dear Sir,

Subject: Request for Limited Tender for Procurement of Point-to-Point Link from DC & DRC to Near Site of Bank.

We_____ (bidder name), hereby declare that if we Withdraw / modify our bids during period of bid validity, our participation in future tenders is liable to be suspended for 2 years from the date of submission of Bid.

We, also hereby declare that:

1. If any statement or any form enclosed by us as part of this Bid turns out to be false / incorrect at any time during the period of prior to signing of Contract and
2. In case, we become successful bidder and if:
 - a. We fail to execute Contract within the stipulated time or
 - b. We fail to furnish Performance Bank Guarantee within the timeline stipulated in this RFP document.

Then, our participation in future tenders is liable to be suspended for 5 years from the date of submission of Bid.

Yours faithfully,

Date :-

For _____

Signature _____

Name _____

Authorized Signatories

(Name & Designation, seal of the firm)



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Annexure 22: Certificate for Confirmation of MSME/NSIC Firms

(on Letter head of Chartered Accountant)

Date:

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s. _____, having registered office
at _____ has made an original investment of

Rs. _____/- in _____, and Turnover is Rs. _____, as per
Audited Balance Sheet as on 31.03.2026. Further we certify that the Company is classified under SME
as per MSME Act 2006.

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

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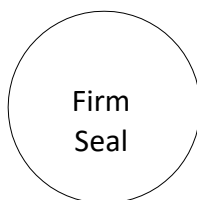
Chartered Accountant Firm Name

Signature

Name

Reg.No.....

.....



VID No..

Annexure 23: Know Your Employee (KYE) Clause

(Bidder has to submit Undertaking on company letter head as per format given below).

1. We _____ (name of the company) hereby confirm that all the Resource (both on-site and off-site) deployed/to be deployed on Bank's project for

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

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

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

Signature of Competent Authority with company seal _____

Name of Competent Authority _____

Company / Organization _____

Designation within Company / Organization _____

Date ____

Name of Authorized Representative _____

Designation of Authorized Representative _____

Signature of Authorized Representative _____

Verified above signature

Signature of Competent Authority _____

Date ____



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Annexure 24: Minimum Technical Specification

To qualify in the Technical Evaluation, a Bidder must comply with all the requirements as listed in the table below. Bidder(s) must submit their response in Yes or No only, any compliance with “qualified statement” or “No” shall be treated as non-compliance

Sr No	General Features :	Bidder's Compliance (Yes/No)	Bidder's Remarks
1	The links should not be routed through MPLS cloud.		
2	The links must provide a transparent feel, as if the two sites are on same local network		
3	The link between DC to Near Site must support Fibre Channel (FC) for storage replication (SAN to SAN)		
4	Both P2P link should be available in full duplex mode with sending and receiving available on the same circuit. Bidder has to provide the required bandwidth for upload and download simultaneously i.e.1:1.		
5	The round-trip latency at all times for the DC to Near Site should be less than 700 Micro Seconds with full duplex load and DR to Near Site should be less than 25 milli seconds with full duplex load.		
6	The links should not have any Single Point of Failure path w.r.t. to physical connectivity till last mile, service provide need to ensure Last Mile Redundancy.		
7	Links should support jumbo frames (9000+ byte size) for data transmission.		
8	The network equipment's deployed should be ipv6 compatible and whenever the Bank requires the Network shall be migrated to IPV6 without any additional cost to the Bank.		
9	The replication link traffic of Bank should be totally separated from internet traffic and the links are not connected to Internet at any point.		
10	The observations/recommendations of the Bank's IS Audit, Security Audit Team or any other audit conducted by the Bank or external agencies will be implemented and any escalation in cost on this account shall be borne by the Bidder. The Network infrastructure of the Bidder should be made available for inspection by Bank's Audit team or authorized representative of the Bank.		
11	The equipment used in the Network or Networking Equipment's used by the service provider in their backbone should comply with the policies laid down by Government of India, Department of Telecommunications and should not have any spyware or malware built into it and capable of tracking voice and data traffic from a location outside the country.		
12	The Bank will be monitoring the link through its own NMS tool also. Any uptime / downtime generated through this tool shall be binding on service providers.		

Annexure 25: Masked Commercial Bid

Format for Masked Commercial Bid.

Masked Commercial bid to be submitted without mentioning prices along with technical bid.

Sr No	No of Links	Locations	Bandwidth	Latency	Annual Charges (in ₹)	Charges for Five Years (in ₹)
1	1	Data Centre to Near Site	16 Gbps (Upgradable upto 32 Gbps)	Latency <700 Micro Seconds		
2	1	Disaster Recovery Centre to Near Site	1 Gbps(Upgradable upto 3Gbps)	Latency <25 milli seconds		

Commercials of upgradable links (Not to be included in TCO calculation)

Sr No	Locations	Bandwidth	Latency	Annual Charges (in ₹)	Charges for Five Years (in ₹)
1	Data Centre to Near Site	32 Gbps	Latency <700 Micro Seconds		
2	Disaster Recovery Centre to Near Site	2 Gbps	Latency <25 milli seconds		
3	Disaster Recovery Centre to Near Site	3 Gbps	Latency <25 milli seconds		

Annexure 26: Commercial Bid

Format for Commercial Bid.

Sr No	No of Links	Locations	Bandwidth	Latency	Annual Charges (in ₹)	GST (in ₹)	Total Charges for Five Years incl. GST (in ₹)
1	1	Data Centre to Near Site	16 Gbps (Upgradable upto 32 Gbps)	Latency <700 Micro Seconds			
2	1	Disaster Recovery Centre to Near Site	1 Gbps(Upgradable upto 3Gbps)	Latency <25 milli seconds			
TCO including GST							

Commercials of upgradable links (Not to be included in TCO calculation)

Sr No	Locations	Bandwidth	Latency	Annual Charges (in ₹)	GST (in ₹)	Total Charges for Five Years incl. GST (in ₹)
1	Data Centre to Near Site	32 Gbps	Latency <700 Micro Seconds			
2	Disaster Recovery Centre to Near Site	2 Gbps	Latency <25 milli seconds			
3	Disaster Recovery Centre to Near Site	3 Gbps	Latency <25 milli seconds			

---End of Document---