

<b>Tender Reference Number</b>	<b>: CO:DIT:PUR:2021-22:351</b>
<b>DATE OF ISSUE</b>	<b>: 25.02.2022</b>
<b>LAST DATE OF SUBMISSION</b>	<b>: 15.03.2022</b>
<b>DATE OF OPENING</b>	<b>: 15.03.2022</b>

Date: 25-Feb-2022

### **Cyber Insurance Policy of Central Bank of India**

Tenders are invited by CENTRAL BANK OF INDIA (Bank) for their Cyber Insurance Policy. The Bank has authorized Marsh India Insurance Brokers Pvt. Limited (Marsh) to solicit proposals through a bidding process (comprising of Technical Bids & Financial Bids) only from IRDAI licensed Public Sector/ Private Sector General insurance companies operating in India.

Bid made strictly as per provisions of the RFP document should be submitted latest by 15-Mar-2022.

#### **1. Introduction**

Central Bank of India (Bank) is one of the oldest and largest Public Sector banks in India.

Bank has authorized Marsh India Insurance Brokers Pvt. Limited (Marsh) to solicit proposals, through a bidding process from IRDAI Licensed Public Sector/ Private Sector General insurance companies operating in India, for their Cyber Insurance Policy to insure Bank and/or its Service providers against losses suffered and in respect of their liabilities arising as a result of Cyber-attack. Bidders are invited to submit their proposal in accordance with the enclosed Request for Proposal terms. Information provided here should be used for its intended scope and purpose only. Retention of this RFP signifies your agreement to treat the information as confidential.

Bid submission, queries and all other terms and conditions are detailed in the following sections of this document. All communication with regard to this proposal needs to be directed to the Bank/Marsh India Insurance Brokers Pvt. Ltd. only.

#### **Proposal Requirements**

The following sections include the information necessary for your organization to respond to this RFP. Your proposal must:

- Provide confirmation of covers as requested
- Provide premium quotes in the requested format

Failure to submit the proposal within the stipulated time may result in disqualification.

## 2. General Information

The objective is to ensure that this Cyber Insurance Policy is managed at a high service level and in the most cost-effective manner as possible. The insurer must have the flexibility necessary to respond to the bank's current and changing needs.

Bank's / Marsh's primary objective in conducting this RFP is to contract with an Insurance Company which can :

- ✓ Match the desired coverage plan and contract provisions
- ✓ Demonstrate the ability to deliver high quality services & claims paying ability at a competitive price

This RFP provides following information to enable you to prepare and submit proposals for consideration:

- ✓ Proposed Plan design
- ✓ Details required for underwriting the risk **Time Table**

Task	Completion Date
Request for proposal released by Marsh to Insurance companies	Feb 25, 2022
Insurance companies to send written queries regarding RFP to the Bank / Marsh India Insurance Brokers Pvt. Ltd.	Mar 03, 2022
Bank/ Marsh replies to substantive queries of Insurance companies latest by	March 07, 2022
Last Date of Bid Submission	March 15, 2022, 3:00 pm
Date/Time of Opening of Technical Bid	March 15, 2022, 3:30 pm
Date/Time of Opening of Financial Bid	Will be communicated later

## **Response Format**

Your proposal must clearly indicate the name of the responding organization, as well as the name, address and telephone number of the primary contact at your organization for this proposal. Your proposal must include the contact name for local service and account management team that Bank/ Marsh can call/contact/liase directly.

No extension will be granted for submission.

Queries concerning the RFP are to be directed to the Bank/Marsh in writing and no communication over phone will be entertained. Please submit all queries in writing by email to the Bank /Marsh by 03-Mar-2022 in the format as per Annexure III of this document.

- Mr. Hiren Shirsat  
Mobile No. 8291897164  
[Hiren.shirsat@marsh.com](mailto:Hiren.shirsat@marsh.com)
- Ms. Priyam Dugar  
Mobile No. 8660859735,  
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Mobile No. 8291247721,  
[tushar.gupta@marsh.com](mailto:tushar.gupta@marsh.com)
- Mr. Aravind Manickam  
Mobile No. 7506706177  
[aravind.manickam@marsh.com](mailto:aravind.manickam@marsh.com)

Marsh India Insurance Brokers Private Ltd. 1201-02, Tower 2,  
One Indiabulls Centre, Jupiter Mills Compound,  
Senapati Bapat Marg, Elphinstone Road (W), Mumbai 400 013

- Mr. Suryanarayanan K., CISO, Central Bank Of India  
Mobile No. 8879300165; [ciso@centralbank.co.in](mailto:ciso@centralbank.co.in)

Bank/Marsh India Insurance Broker's Pvt. Ltd. assume no responsibility or liability for any costs you may incur in responding to this RFP, including travel costs, attending meetings, etc.

## Deviations from RFP Specifications

It is mandatory that you should conform to RFP's specifications in full and provide a declaration to that effect same. Do not quote any Alternative Plan Designs. Please quote the requested financial arrangements only.

Any deviation will make you liable to be disqualified. Your company will be bound to comply with the provisions set forth in this RFP.

### **3. Proposal Instructions**

#### **(A) Proposal Requirements**

You may note that for the purpose of the appointment of insurance company for Cyber Insurance Policy, an e-bidding process will be followed.

All proposal responses will be opened in front of a committee constituted for this purpose in the Bank in the presence of representatives of Marsh India Insurance Brokers Pvt. Ltd. and bidder representatives who choose to be present.

#### **(B) Bid Eligibility Criteria:**

- Insurance company should be registered with IRDA with at least 05 years' experience in the field of general insurance and its registration/license should be valid as on the date of bidding.
- Insurance company should have underwritten minimum 1 cyber policy of financial institution. Kindly share policy copy/declaration.
- Insurance company should have gross written premium of INR 1000 Cr from Indian operations. Kindly attach balance sheet.

The bidder is required to satisfy themselves regarding eligibility.

#### **(C) Important Terms:**

**Quotes:** The rates quoted must be final and considered firm regardless of actual claims experience as on the policy effective date.

**Terms:**

1. Your proposal must not have any "Premium / Claims Review" clause.
2. Your proposal must clearly mention the policy being non-cancellable for any reason except for nonpayment of Premium.
3. Your Quote submitted during the tender should be valid up to 180 Days.

**(D) Process to be adopted for Evaluation of the Bids**

The Financial Bids of only those bidders will be considered who meet the eligibility and technical criteria and have submitted the documents required as per Annexure I of this RFP without any deviations.

The contract for the Cyber Insurance Policy will be awarded to the insurer, which has submitted the best competitive quote (L1) for the Coverage / Sum Insured option as chosen by the Bank and has agreed to the coverage and terms & conditions mentioned in this RFP in totality. L1 premium considered would be calculated as total premium of all sections/extensions of the policy, if applicable.

The bidder shall keep the bid valid for 180 days from the last date of submission of bids.

**Bank / Marsh India reserves the right to:**

- ✓ Reject any or all responses received in response to the RFP without assigning any reason.
- ✓ Cancel the RFP/ Tender at any stage, without assigning any reason thereof.
- ✓ Waive or Change any formalities, irregularities, or inconsistencies in this proposal (format and delivery). Such a change / waiver if any would be duly notified to all insurance companies before the closure of the bid date.
- ✓ Extend the time for submission of all proposals and such an extension would be duly communicated to all the bidders.
- ✓ Share the information / clarifications provided in response to RFP by any bidder, with all other bidder(s) / others, in the same form as clarified to the bidder raising the query.

## **(E) Bid Submission**

All responses received after the due date/time be considered late and would be liable to be rejected. E-Procurement portal will not allow lodgment 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 Respondent who lodges a late RFP response for any reason whatsoever including RFP responses taken to be late only because of another condition of responding.

### **(E.1) Instructions to Bidders – e tendering**

The Bidders participating through e-Tendering for the first time, for Central Bank of India, will have to complete the Online Registration Process on the portal. All the bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having -2- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using the bidder's authorized individual's Digital e- Token. If any assistance is required regarding e-Tendering (registration / upload / download/ Bid Preparation / Bid Submission), please contact on the support numbers given in the support details.

### **(E.2) Registration Process for Bidders**

- a) Open the URL: <https://centralbank.abcprocure.com/EPROC/>
- b) On Right hand side, Click and save the Manual "Bidder Manual for Bidders to participate on e-tender"
- c) Register yourself with all the required details properly.
- d) TRAINING: Agency appointed by the Bank will provide user manual and demo / training for the prospective bidders
- e) LOG IN NAME & PASSWORD: Each Vendor / Bidder will be assigned a Unique User Name & Password by the agency, appointed by the Bank. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the agency appointed by the Bank.

GENERAL TERMS & CONDITIONS: Bidders are required to read the "Terms and Conditions" section of the portal (of the agency concerned, using the Login IDs and passwords given to them).

Bid Submission Mode.	<a href="https://centralbank.abcprocure.com/EPROC">https://centralbank.abcprocure.com/EPROC</a> Through e-tendering portal (Class II or Class III Digital Certificate with both Signing & Encryption is required for tender participation)
Support person and phone number for e-tender service provider for any help in accessing the website and uploading the tender documents or any other related queries.	e-Procurement Technologies Limited Technical Support Team Mr. Sujith Nair: 079 68136857 sujith@eptl.in Mr. Pooja Shah : 9328931942 pooja.shah@eptl.in Mr. Nandan : 09081000427 nandan.v@eptl.in Mr. Khushboo : 09510813528 khushboo.mehta@eptl.in  Mobile Numbers: +91-9510813528 9081000427 6354919566

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

- f) All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
- g) BIDS PLACED BY BIDDER: The bid of the bidder will be taken to be an offer to sell. Bids once made by the bidder cannot be cancelled. The bidder is bound to sell the material / provide services as mentioned above at the price that they bid.

### **Preparation & Submission of Bids**

The Bids (Eligibility Cum Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted "ON LINE" shall be summarily rejected. No other form of submission shall be permitted Do's and Don'ts for Bidder

- Registration process for new Bidder's should be completed at the earliest
- The e-Procurement portal is open for upload of documents with immediate effect. Hence Bidders are advised to start the process of uploading of bid documents well in advance.
- Bidder has to prepare for submission of their bid documents online well in advance as
  - The upload process of soft copy of the bid documents requires encryption (large files take longer time to encrypt) and upload of these files to e-procurement portal depends upon bidder's infrastructure and connectivity.

- To avoid last minute rush for uploading, bidder is required to start the upload for all the documents required for online submission of bid one week in advance.
- Bidder to initiate few documents uploads during the start of the RFP submission and help required for uploading the documents / understanding the system should be taken up with e-procurement bidder well in advance.
- Bidder should not raise request for extension of time on the last day of submission due to non-submission of their Bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.
- Bidder should not raise request for offline submission or late submission since only online e-Procurement submission is accepted.
- Part submission of bids by the Bidder's will not be processed and will be rejected.

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

1. Bank has decided to determine L1 through bids submitted on Bank's E-Tendering website <https://centralbank.abcpocure.com/EPROC>. Bidders shall bear the cost of registration on the Bank's e-tendering portal. Rules for web portal access are as follows:
2. Bidder should be in possession of CLASS II or CLASS III-Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
3. Bidders at their own responsibility are advised to conduct a mock drill by coordinating with the e-tender service provider before the submission of the technical bids.
4. E-Tendering will be conducted on a specific web portal as detailed in (schedule of bidding process) of this RFP meant for this purpose with the help of the Service Provider identified by the Bank as detailed in (schedule of bidding process) of this RFP.
5. Bidders will be participating in E-Tendering event from their own office / place of their choice. Internet connectivity /browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves. Any failure in this will not be considered by the Bank for extension of time for bidding.
6. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider or Bank is not responsible.
7. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the E-Tendering process successfully.
8. However, the bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
9. Failure of power at the premises of bidders during the E-Tendering cannot be the cause for not participating in the E-Tendering.
10. On account of this, the time for the E-Tendering cannot be extended and BANK is not responsible for such eventualities.
11. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Tendering irrespective of the cause.
12. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, e-tendering website will receive the bids up to the appointed time on the next working day.



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

13. Utmost care has been taken to reduce discrepancy between the information contained in e-tendering portal and this tender document. However, in event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.
15. Bidders are suggested to attach all eligibility criteria documents with the Annexures in the technical bid.

### **(E.3) Guidelines to Contractors on the operations of Electronic Tendering System of Central Bank of India**

#### **(E.3.1) Pre-requisites to participate in the Tenders**

Registration of Bidders on Electronic Tendering System on Portal of CBI: The Bidders Non Registered in Central Bank of India and interested in participating in the e-Tendering process of CBI shall be required to enroll on the Electronic Tendering System. To enroll Bidder has to generate User ID and password on the “<https://centralbank.abcpocure.com/EPROC>”

Registration of New Bidders: <https://centralbank.abcpocure.com/EPROC/bidderregistration>

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

#### **(E.3.2) Preparation of Bid & Guidelines of Digital Certificate**

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

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender may be submitted only using the Digital Certificate.

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

In case of online tendering, if the Digital Certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the

applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per Indian Information Technology Act, 2000 and subsequent amendment.

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

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

The bidder should Ensure while procuring new digital certificate that they procure a pair of certificates (two certificates) one for the purpose of Digital Signature, Non-Repudiation and another for Key Encryption.

### **(E.3.3) Recommended Hardware and Internet Connectivity**

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

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

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

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

### **(E.3.4) Online viewing of Detailed Notice Inviting Tenders**

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

### **(E.3.5) Download of Tender Documents**

The Pre-qualification / Main Bidding Documents are available for free downloading.

### **(E.3.6) Online Submission of Tender**

Submission of Bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is

to be prepared in the templates provided by the Tendering Authority of CBI. The templates may be form based, extensible tables and / or unloadable documents. In the form based type of templates and extensible table type of templates, the Bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool.

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

Notes:

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

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

Steps to encrypt and upload a document:

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

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

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

### **(E.3.7) Close for Bidding**

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

### **(E.3.8) Online Final Confirmation**

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

**(E.3.9) Short listing of Bidders for Financial Bidding Process:**

The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents will shortlist the Bidders who are eligible for Financial Bidding Process. The short listed Bidders will be intimated by email.

**(E.3.10) Opening of the Financial Bids:**

The Bidders may join online for tender Opening at the time of opening of Financial Bids. However, the results of the Financial Bids of all Bidders shall be available on the e-Tendering Portal after the completion of opening process.

**(E.3.11) 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. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended, which will be communicated through notification on website.

- a. The bid should be signed by the bidder or any person duly authorized to bind the bidder. The signatory should give a declaration and through authenticated documentary evidence, establish that he/she is empowered to sign the tender documents and bind the bidder. All pages of the tender documents are to be signed by the authorized signatory.
- b. The bid should contain no interlineations, erasures or over-writings, except as necessary to correct errors made by the bidder. In such cases, the person/s signing the bid should initial such corrections.
- c. The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
- d. No rows/columns of the tender should be left blank. Offers with insufficient information and offers which do not strictly comply with the stipulations given above, are liable for rejection.
- e. The bids will be opened in the presence of authorized representatives of the bidders. However, the representative of the bidder has to produce an authorization letter from the bidder to represent them, at the time of opening of Technical / Financial Bids. Only two representatives will be allowed to represent any bidder. In case the bidder's representative is not present at the time of opening of bids, the quotations / bids will still be opened at the scheduled time.

**(E.3.12) Relationship :**

This RFP does not intent to create, constitute or evidence any partnership, joint venture and trust or employer/employee relationship amongst the Parties.

**(E.3.13) Audit/Review: Right to Inspect, Examine and Audit :**

All VENDOR records with respect to any matters / issues covered under the scope of this project in RFP shall be made available to the Bank at any time during normal business hours, as often as the Bank and/or its Regulator deems necessary, but not exceeding more than 2 times in a year, by prior advance notice of 15 days to the Vendor, to audit, examine, and make excerpts or transcripts of all relevant data. VENDOR shall also permit audit by internal/external auditors of the Bank or RBI.

**4. Product Proposition & related documents**

The Financial Bid submitted by the bidders must conform to the following terms & condition in totality:

Bank intends to procure a cyber risk insurance policy with Indemnity Limits of **INR 200 Crores** with list of coverage as stated in this section below. The Policy's territory and Jurisdiction shall be worldwide and the policy period being 1 year from date of its inception.

Terms & Conditions for Cyber Risk Insurance Policy for CENTRAL BANK OF INDIA	
Policy	Cyber Risk Insurance
Insured/Policyholder	CENTRAL BANK OF INDIA & its subsidiaries, associate, joint ventures & Representative offices and related bodies corporate including those acquired or incorporated during the Period of Insurance and other entities for which the Insured has assumed an obligation to arrange Insurance for their respective rights, titles and liabilities.
Insured Business	Banking & Financial Services
Registered address	Central Bank of India, Central office, 16th Floor, Chandermukhi, Nariman Point Mumbai – 400 021
Retroactive Date	Feb 03,2020
Policy Limits	Aggregate Total Limit of Liability per Policy Period for all Loss of all Insureds under all insurance covers combined to be <b>INR 200 Crore</b>
Territory	Worldwide
Jurisdiction	Worldwide

Retention	<ul style="list-style-type: none"> <li>➤ General Policy retention: INR 5,000,000 for each &amp; every claims</li> <li>➤ Pro-active forensic costs- NIL</li> <li>➤ Business Interruption: Waiting hours period: 8 hours</li> <li>➤ Reward Expenses, Psychological Expenses- Nil</li> </ul>
Claims	<ul style="list-style-type: none"> <li>➤ Nil</li> </ul>
Coverages & Limits (Full limits)	<ol style="list-style-type: none"> <li>1. Cover for personally identifiable information</li> <li>2. Cover for Corporate confidential information</li> <li>3. Cover for theft/e-theft of money , securities including but not limited to SWIFT Network</li> <li>4. Cover for theft of money, securities of third parties due to communication/e-communication frauds</li> <li>5. Loss arising from unauthorized data alteration or stealing of data (including social engineering)</li> <li>6. Cover for Fake president frauds</li> <li>7. Cover for Regulatory Investigations, Costs &amp; Fines</li> <li>8. Cover for Business Interruption Loss / DOS / DDOS attacks</li> <li>9. Cover for Cyber Extortion and Cyber Espionage including payment of ransom &amp; cover for stolen ransom money.</li> <li>10. Cover for Disclosure/Data Privacy Liability including but not limited to Virus/Malware attack, Introduction of malicious code or unauthorized access leading to data breach</li> <li>11. Cover for Reputational Liability - Both Company's and Individual's including but not limited to Cost of appointing public relations consultants</li> <li>12. Cover for Content Liability including but not limited to Liability arising out of disparagement of products and services, defamation and infringement of intellectual property rights.</li> <li>13. Cover for Conduit Liability</li> <li>14. Cover for Impaired Access Liability</li> <li>15. Cover for Network Security and Network Liability including Loss arising from insertion of any malicious code or virus/malware</li> <li>16. Cover for Security threat</li> <li>17. Cover for Security failure &amp; System failure caused due to cyber attack</li> <li>18. Cover for losses due to cyber terrorism</li> <li>19. Cover for employee's unauthorized actions including but not limited to resigned, retired or serving employees.</li> <li>20. Cover for Non-Monetary relief and arbitration, mediation or similar alternative dispute resolution proceedings.</li> <li>21. Cover for man in the middle attack / cyber hacking</li> </ol>

22. Cover for phishing attacks
23. Cover for Third party infrastructure including SAAS, all technological platforms used by Bank for internal operations or customer facing applications.
24. Cover for reward expenses
25. Cover for cost incurred to restore data/ networks including but not limited to cost of Blank Media & Increased labor.
26. Cover for Notification expenses( to data subjects) incurred by Bank- mandated and/or voluntary
27. Cover for Credit monitoring expenses incurred by Bank- including ID thefts- mandated and/or voluntary.
28. Liability arising out of outsourced activities.
29. Cover for fees of Professional consultants engaged by Bank to respond or mitigate a cyber event/anticipated cyber event (including but not limited to Forensics, Legal experts, IT Security experts, etc.)
30. Professional fees and emergency costs incurred during first 72 hours of a qualifying breach of data security without prior consent of the Insurer
31. Waiver of Insurer's consent for incurred defense costs applicable for multimedia liability.
32. Insurer's Consent is amended for any Claim where the total claim value, including Defence Costs and Damages combined, is less than 100% of any applicable Retention, the Insured may settle the Claim without the written consent of the Insurer
33. Cover for defense costs advancements
34. Unauthorized data exclusion to be deleted
35. No Criminal Acts exclusion
36. Intentional Acts Exclusion Deleted
37. Data risk Exclusion deleted
38. Unsolicited Material Exclusion Deleted
39. Cover for Phreaking Telecall Expenses
40. Cover for Extended reporting period- 120 days
41. Cover for Civil fines and penalties.
42. Cover for expenses incurred to quantify loss
43. Cover for all entities listed under Policyholder & all employees to be covered as insured
44. Claims notifications : Control group clause
45. Cover for Forensic vendors to be appointed by Insured of their own choice

	<p>46. Cover for Pro-active Forensic and investigations costs- Cover to trigger in case of suspected events too –sub limit to INR 5 Crore</p> <p>47. Cover for PCI DSS Fines &amp; penalties and assessment costs</p> <p>48. Cover for non-compensatory damages, including but not limited to punitive, multiple, exemplary or liquidated damages where insurable by law</p> <p>49. Cover for policy to be non-rescindable</p> <p>50. Cover for Waiver of subrogation wherever required by contract</p> <p>51. Cover for Auto acquisition for subsidiaries- Upto 35% of insured's revenues</p> <p>52. Insured Definition extended to include</p> <ol style="list-style-type: none"> <li>Subcontractors working on behalf of company</li> <li>Entities the company is required by contract to add as an insured under the policy, but only for wrongful acts of company</li> </ol> <p>53. Computer system definition to include leased and licensed systems by the insured, all service provider systems, cloud hosting services</p> <p>54. Breach of intellectual property except Patents and trade secrets</p> <p>55. All Delivery channels should be covered like ATM, Internet Banking, UPI (Unified Payment Interface), Mobile banking, Mobile Wallet and other payment applications like POS etc</p> <p>56. Cost of repairing, replacing and updating computer systems</p> <p>57. Card Fraud – Active (but not issued) unused Card numbers from BIN range misused to carry out fraudulent transactions</p> <p>58. Virus in the bank network making the ATM machines spew of cash</p> <p>59. Cost of re-issuing plastic cards</p> <p>60. Amended conduct exclusion</p> <p>61. Psychological support expenses</p> <p>62. Theft of Personal Funds</p> <p>63. Cover for Clean Up costs</p> <p>64. Defamation, disparagement or products or services and invasion of privacy.</p> <p>65. Technology Errors and omissions – Sub-limited to 20% of LOI</p> <p>66. Pre-agreed list of Forensic vendors - Can be appointed by Insured without seeking consent from insurer</p>
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## **5. RFP Terms & conditions**

### **A. AWARD CRITERIA AND AWARD OF CONTRACT:**

#### **A.(1) Applicability of Preference to Make in India, Order 2017 (PPP-MII Order)**



i. Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) and any revision thereto will be applicable for this RFP and allotment will be done in terms of said Order as under:  
(a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

(b) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price.

In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

**For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order):**

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

“Local supplier” means a supplier or service provider whose product or service offered for procurement meets the minimum 50% local content.

“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. The margin of purchase preference shall be 20%.

**ii.** Verification of local content :- The local supplier at the time of submission of bid shall be required to provide self- certification as per Annexure VII that the services offered meets the minimum local content and shall give details of location(s) at which the local value addition is made.

**iii.** Bank will notify successful Bidder in writing by way of issuance of purchase order through letter or fax/email that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to the Bank within 7 working days, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

**iv.** The successful Bidder will have to submit Non-disclosure Agreement as desired in this RFP and strictly on the lines of format given in the appendix of this RFP together with acceptance of all terms and conditions of RFP.

**v.** Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted. In the absence of above, the Bank reserves the right to reject the bid on this ground alone.

**vi.** Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of

issuance of purchase order and Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.

vii. The Bank reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.

viii. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award.

ix. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website.

**A.2 Criteria for bidders from a country or countries or a class of countries, on grounds of defence in India, or matters directly or indirectly related to national security**

- i. 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 the Competent Authority specified in Annexure VIII
- ii. "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 bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

**I. "Bidder from a country which shares a land border with India" for the purpose of this order means-**

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

**II. 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 juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five

per cent of shares or capital or profits of the company.

- b. "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 shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural persons(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent 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.

**III. An agent is a person employed to do any act for another, or to represent another in dealings with the third person.**

**IV.** [To be inserted in tenders for Works contracts, including Turnkey contract] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent authority.

### **Model Certificate for Tenders**

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]”

### **Model Certificate for Tenders for Works involving possibility of sub-contracting**

“I 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 this bidder 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 this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]

### **Model Certificate for GeM:**

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby, certify that this vendor/bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

(B). **Bidder warranties** - By submitting a Response, bidder represents and warrants to Marsh/Bank that, as at the date of submission:

- i. the Bidder has fully disclosed to Marsh/Bank in its Responses all information which could reasonably be regarded as affecting in any way Marsh/Bank’s evaluation of the Response;
- ii. all information contained in the Bidder’s Response is true, accurate and complete
- iii. and not misleading in any way;
- iv. no litigation, arbitration or administrative proceeding is presently taking place, pending or to the knowledge of the Bidder threatened against or otherwise involving the Bidder which could have an adverse effect on its business, assets or financial condition or upon Marsh & or Bank’s reputation if the Response is successful;
- v. the Bidder will immediately notify Marsh and the Bank of the occurrence of any event, fact or

circumstance which may cause a material adverse effect on the Bidder's business, assets or financial condition, or Marsh/Bank's reputation or render the Bidder unable to perform its obligations under the Policy contract / Service level agreement, if any or have a material adverse effect on the evaluation of the responses by Marsh/Bank; and

- vi. the Bidder has not and will not seek to influence any decisions of Marsh &/or Bank during the evaluation process or engage in any uncompetitive behavior or other practice which may deny legitimate business opportunities to other Bidders.

(C). **Confidentiality** - Bidder must keep confidential, any information received from or about the Bank as a result of or in connection with the submission of the Response. All information contained in the Response, or in subsequent communications shall be deemed confidential and may be used only in connection with the preparation of Bidder's Response. Unless expressly agreed in writing, prior to submissions, responses are not confidential and may be used by the Bank in whole or part. Bank however, will not disclose the information provided by Bidder in a Response other than to its affiliates or to its professional advisors, unless required otherwise by any provisions of law.

(D). This RFP is not an offer to contract, nor should it be construed as such; it is a definition of specific Bank requirements and an invitation to recipients to submit a responsive proposal addressing such requirements. Marsh & Bank reserves the right to make no selection and enter into no agreement as a result of this RFP.

(E ). It should be understood that your response to this RFP constitutes an offer to do business on the terms stated in your response and that, should a contract be awarded to you, Marsh/Bank may, at its option, incorporate all or any part of your response to this RFP in the contract. Marsh/Bank reserves the right to accept your offer without further discussions and without any additional opportunity for you to amend, supplement or revise your submitted offer.

(F). **Financial documents**- Marsh & Bank may request additional financial/business information from the Bidder at its discretion.

(G). **Selection criteria**- The selection criteria, inquiries, questions or information put forth in the Response are meant to be provided on the aforesaid and established through the details submitted by the bidder in the Bid.

(H). **Termination/or suspension of evaluation process**—Marsh/Bank to suspend or terminate the Bidder evaluation process (in whole or in part) at any time in its absolute discretion and without liability to the Bidder or any third party. Bidders will be notified if any suspension or termination occurs but Marsh & Bank is not obliged to provide any reasons.

(I ). **Other Rights**- Without limiting its rights under any other clause of this evaluation process or at law, and without liability to the Bidder or any third party, Bank may at any stage of the evaluation process:

- i. Require additional information from a Bidder;
- ii. Change the structure and timing of the evaluation process
- iii. Terminate further participation in the evaluation process by a Bidder

iv. Vary or extend the timetable and evaluation process

(J). **Responsibility for Costs-** Bidder is responsible for all costs, expenses or liabilities incurred by them or on their behalf in relation to the evaluation process (including in relation to providing Bank with the response, the revised response or any additional information).

(K). **Non-Reliance by Bidder-** Bidder, by submitting a Response, acknowledges that:

- i It does not rely on any information, representation or warranty, whether oral or in writing or arising from other conduct, other than that specified in this RFP or otherwise provided by Bank in writing;
- ii It has made its own inquiries as to regarding the risks, contingencies and other circumstances that may have an effect on the Bidder's Response as well as the accuracy, currency or completeness of such information; and
- iii Information provided in its Responses are based on historical trends does not constitute representation that such trends will continue into the future or occur again and nothing contained in its Response can be relied upon as a commitment, guarantee or representation regarding future events or performance.

(L). **Bank's right to vary-** Bank, in consultation with Marsh, reserves the right to vary any aspect of this valuation process, without liability to Bidder. Where Bank varies any aspect of this evaluation process or the agreement, Bank/Marsh shall notify the Bidder of that variation as far as possible.

(M). **Precedence of Documents** - If there is any inconsistency between the terms of this RFP and any of its appendices, schedules or attachments then, unless the contrary is explicitly stated in this RFP, the terms of the RFP will prevail to the extent of any inconsistency.

(N) **Governing Laws & Dispute Resolution-** The RFP and selection process shall be governed by and construed in accordance with the laws of India. Any dispute arising out of the RFP process shall be referred to arbitration under the Arbitration & Conciliation Act, 1996. Any dispute arising out of RFP shall be referred for resolution by arbitration by a sole arbitrator to be appointed by the parties on mutual consent. If the parties are unable to jointly agree to a sole arbitrator, then the reference shall be made to an Arbitral Tribunal comprising of three arbitrators of which one will be appointed by each Party and the third arbitrator shall be appointed by the aforesaid two arbitrators. The third arbitrator shall act as the Chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. All proceedings in any such arbitration shall be conducted in English. The Arbitration shall take place in Mumbai and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 for the time being in force or any statutory modification or re-enactment thereof. The venue of arbitration shall be Mumbai.

(O). The evaluation process as communicated earlier shall continue without any changes.

(P).In the event that you elect not to respond to this RFP, then the restrictions shall continue to apply to the use or disclosure of the information. Additionally, Bidders must immediately return this document and certify in writing to Marsh/Bank, that all copies have been returned to Marsh/Bank, or destroyed.

(Q).Communication in this regard, if any, may be addressed at the following address:

**Kind Attention:**

**Chief Information Security Officer,**  
Central Bank of India,  
Department of Information Technology,  
Sec-11, Plot No. 26,  
1st Floor, opp. Railway Station, CBD  
Belapur, 400614.

### Annexure I:

#### Document Checklist for Eligibility and Technical Criteria

Sr. No	Qualifying Criteria	Document to be submitted	Check box- Document Enclosed (Yes/No)
Eligibility Criteria			
1	IRDA Registered, 5 years' Experience	Copy of Certificate of incorporation or Renewal	
2	Minimum 1 cyber Insurance policy of Financial Institutions	Policy copy or Self Declaration	
3	Gross Written Premium of INR 1000 cr	Extract of Annual report	
Technical Criteria			
1	Proposal Compliance Letter	Annexure II	
2	Non Disclosure Agreement (On stamp paper of Rs.600/-)	Annexure V	
3	Pre Integrity Pact (On stamp paper of Rs.600/-)	Annexure VI	
4	Certificate of Local Content	Annexure VII	
5	Competent Authority and Procedure for Registration	Annexure VIII	

Name:

Designation:

Name of Company:



**Annexure II:**

**TO BE PRINTED ON THE LETTER HEAD OF THE INSURANCE COMPANY**

**Proposal Compliance Declaration**

To,

**Chief Information Security Officer,**  
Central Bank of India,  
Department of Information Technology,  
Sec-11, Plot No. 26,  
1st Floor, opp. Railway Station, CBD  
Belapur, 400614.

**Dear Sir / Madam,**

We, \_\_\_\_\_ (name of Insurance Company), hereby confirm that our bid confirms to all the proposed terms, conditions of this RFP including but not limited to proposed covers, additional covers, limits of insurance, deductibles, additional clauses as mentioned in the section “**Product Proposition and Related Documents**” including Service Level Agreement.

Yours truly,

Name:

Designation:

Name of Company:

**Annexure III:**

**TO BE PRINTED ON THE LETTER HEAD OF THE INSURANCE COMPANY**

**Central Bank of India- Cyber Insurance Policy**

Particulars	Total Aggregate limit -INR 200 Crore
Premium (Excluding GST)	
Rate applied -In Percentage(%) terms	
Applicable GST	
Total premium including GST	

Name:

Designation:

Name of Company:

**Annexure-IV: Pre Bid Query Format**

Sr.No.	Section and Clause Reference No.	Page No.	RFP Text	Query	Response to query (to be left blank by the vendor)

Name:

Designation:

Name of Company:

### **Annexure-V: Non-Disclosure Agreement**

This Agreement made at, on this \_ day of 2022, BETWEEN \_\_\_\_a Company incorporated under the Companies Act, 1956 having its registered office at \_\_\_\_\_ (here in after 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 "CBI" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART

And CBI 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.

1. **Non-disclosure:** The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party is 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 therefore.
2. **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 any and all disclosures or uses of Confidential Information ; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof. Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.
5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
6. **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.
7. **Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary

damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

8. Entire Agreement, Amendment, 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 here under. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.
11. Indemnity: The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

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

For and on behalf of

---

Name of Authorized signatory: Designation:

For and on behalf of CENTRAL BANK OF INDIA

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Name of Authorized signatory: Designation:

## Annexure-VI:

### INTEGRITY PACT

Between

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

And

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

#### Preamble

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

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

#### Section 1 – Commitments of the Principal

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

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

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

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

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



- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically
  - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s).Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page nos. 6-7)
  - e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at (Page nos. 8-17).

### **Section 4 – Compensation for Damages**

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

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

#### **Section 5 – Previous transgression**

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

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

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

(1) The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.

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

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

(4) Bank has appointed Independent External Monitor (hereinafter referred to as IEM) for this Pact. IEM Name :

1. Shri Trivikram Nath Tiwari Mail Id :- [trivikramnt@yahoo.co.in](mailto:trivikramnt@yahoo.co.in)

2. Shri Jagdip Narayan Singh Mail Id :- [jagdipsingh@yahoo.com](mailto:jagdipsingh@yahoo.com)

*Note :It is expected that bidder shall contact Bank/Marsh Officials first in case of any doubt / concern before escalating the same to IEMs. Refer Page 3 for contact details.*

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

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

#### **Section 8 – Independent External Monitor / Monitors**

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

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

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the

Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.

- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings. In case of sub-contracting, the Principle Contractor shall take the responsibility of the adoption of the Integrity Pact by the sub –contractor.  
Parties to this agreement agree that they shall not approach the Courts while representing the matter to IEM and will await IEM’s decision in the matter.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Managing Director & CEO, CENTRAL BANK OF INDIA within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Managing Director & CEO, CENTRAL BANK OF INDIA, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Managing Director & CEO, CENTRAL BANK OF INDIA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word „**Monitor**“ would include both singular and plural.

### **Section 9 – Pact Duration**

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

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

### **Section 10 – Other provisions**

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

Integrity Pact will prevail.”

**(For & On behalf of the Principal)**

**For & on behalf of the  
Principal  
Bidder/Contractor**

**(Office Seal)**

**(Office Seal)**

Place \_\_\_\_\_  
 Date \_\_\_\_\_

Place \_\_\_\_\_  
 Date \_\_\_\_\_

**Witness 1:**

**Name & Address**

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

**Witness 1:**

**Name & Address**

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

**Witness 2:**

**Name & Address**

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

**Witness 2:**

**Name & Address**

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

**Annexure-VII**  
**Certificate of Local Content**

**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 Service Provider other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.**

**Date:**

To,

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

Dear Sir,

Ref.: RFP No. : \_\_\_\_\_ Dated: \_\_\_\_\_

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

2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revision thereto.

Signature of Statutory Auditor/Cost Auditor  
Registration Number:  
Seal

Counter-signed:

Bidder

OEM

**Certified copy of board resolution for appointment of statutory/cost auditor should also be enclosed with the certificate of local content.**

**OR**

**Format for Self-Certification of Local Content**

**Date:**

To,

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

Dear Sir,

Ref.: RFP No. : \_\_\_\_\_ Dated: \_\_\_\_\_

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

2. The details of location(s) at which the local value addition is made are as under:

Sl No	Product details	Name of place
1.		
2.		

3. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revision thereto.

Signature of authorized official

Name:

Company seal:

## **Annexure-VIII**

### **Competent Authority and Procedure for Registration**

- A. The Competent Authority for the purpose of registration under this order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade(DPIIT)\*.
- B. The Registration Committee shall have the following members\*:
- I. An Officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
  - II. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration.
  - III. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur\*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/public enterprises etc. but also



for procurement by State Governments and their agencies/public enterprises etc. No fresh registration at the State level shall be required.

- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / Cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance / refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[\* Note:

I. In respect of application of this order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of political and security clearance as per para D shall remain and no registration shall be granted without such clearance.

II. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/public enterprises etc.]

Signature of authorized official

Name:

Company seal: