



**OPEN TENDER ENQUIRY PROPOSAL (OTE)  
FOR  
ENGAGEMENT OF  
DESIGNING AGENCY FOR  
DESIGNING THE BANK'S ANNUAL REPORT**

**OTE No. CO/MBD/2022-23/01    Dated: 21.04.2022**

**CENTRAL BANK OF INDIA  
MERCHANT BANKING DEPARTMENT  
HEAD OFFICE  
CHANDERMUKHI BUILDING  
NARIMAN POINT  
MUMBAI-400021**

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## **PART-I**

### **1. INVITATION TO BID:**

- i. **Central Bank of India** (hereinafter referred to as “**Bank**”), is having its head office at Chandermukhi Building, Nariman Point, Mumbai and various other offices (Zonal Offices/Regional Offices/branches/other offices), located at various locations in India and managed by the Bank. This Request for Proposal (OTE) has been issued by the Bank for engagement of a Designing Agency to Design the Bank’s Annual Report.
- ii. In order to meet the Service requirements, the Bank proposes to invite bids from eligible bidders to undertake and provide services as per details/**scope of work** mentioned in **Annexure-E** of this OTE document.
- iii. Bidder shall mean any entity (i.e., juristic person) who meets the **eligibility criteria given in Annexure-B** of this OTE and is willing to provide the Services as required in this OTE. The interested Bidders who agree to all the terms and conditions contained in this OTE may submit their Bids with the necessary information as desired in this bidding document (Request for Proposal). Consortium bidding is not permitted under this OTE.
- iv. Address for submission of Bids, contact details including an email address for sending communications are given in Schedule of Events in Part II of this OTE.
- v. The purpose of this OTE is to seek a detailed technical proposal and commercial bid for engagement of a Designing Agency for providing the services as desired in this OTE.
- vi. This OTE document shall not be transferred, reproduced, or otherwise used for purposes other than for which it is specifically issued.
- vii. Interested Bidders are advised to go through the entire OTE including its annexures/appendixes before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of providing Services to the Bank are invited to submit their technical and commercial bid in response to this OTE. The criteria and the actual process of evaluation of the responses to this OTE and subsequent selection of the successful Bidder will be entirely at Bank’s discretion. This OTE seeks proposal from Bidders who have the necessary experience, capability & expertise to provide to the Bank, the proposed Services, adhering to Bank’s requirements, outlined in this OTE.

## **2. Disclaimers:**

- i. The information contained in this OTE document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of Central Bank of India (Bank), is subject to the terms and conditions set out in this OTE.
- ii. This OTE is not an offer by the Bank, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the OTE process on part of the Bank unless and until a formal contract is signed and executed by duly authorized official(s) of Central Bank of India with the selected Bidder.
- iii. The purpose of this OTE is to provide the Bidder(s) with information to assist in the preparation of their Bid proposals. This OTE does not claim to contain all the information, each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this OTE and where necessary obtain independent advice /clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information contained in this OTE.
- iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this OTE or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the OTE and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this OTE.
- vi. The issue of this OTE does not imply that the Bank is bound to select a Bidder or engage a Designing Agency for the proposed services and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- vii. The Bidder is expected to examine all instructions, forms, terms and specifications in the OTE. Failure to furnish all information required by the OTE

or to submit a Bid not substantially responsive to the OTE in all respects will be at the Bidder's risk and may result in rejection of the Bid.

- viii. The successful bidder shall be required to enter into/execute a Bank's Standard contract/ SLA - Service Level Agreement as provided in **Annexure-K** with the Bank, within 30 days from the date of issuance of the offer letter or within such extended period as may be decided by the Bank along with the letter of acceptance, Non-Disclosure Agreement, Performance Bank Guarantee for the amount and validity as mentioned in Part II of this OTE and strictly on the lines of the format is given at **Annexure-H** and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof. The Successful bidder shall not be entitled to seek any modifications or amendments to any of the terms and conditions of the contract/SLA or other documents/standard formats annexed to this OTE.

### 3. Definitions:

In this connection, the following terms shall be interpreted as indicated below:

- i. **"Bank"** means Central Bank of India, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 having its head office at Mumbai and various other offices (Zonal Offices/Regional Business Offices/branches/other offices.), at various locations and managed by the Bank, acting through its Merchant Banking Department at Mumbai.
- ii. **"Designing Agency/Agencies", "Firm", "Company", "Applicant", "Bidder"** means an eligible entity/firm submitting their bid/proposal for providing services to the Bank in accordance with this OTE and in response to this OTE.
- iii. **"Proposal" or "Bid"** means the written reply or submission of the response to this OTE.
- iv. **"Contract/Agreement"** means the Agreement/Service Level Agreement (SLA) entered into strictly in the format provided in **Annexure-K** and as approved by the Bank (including all attachments and appendices thereto and all documents incorporated by reference therein) to be executed between the Bank and the selected/successful bidder as per this OTE, for providing the services as per the terms and conditions of this OTE and as approved by the Bank.

- v. **“The Contract Price/Project Cost”** means the total price payable to the Designing Agency over the entire period of Contract for the full and proper performance of its contractual obligations.
- vi. **“Services/Assignment/job”** means all services, scope of work and deliverables to be provided by a Bidder as described in the OTE and include the provision of technical assistance, training, certifications, auditing and any other obligation of the Designing Agency covered under this OTE.
- vii. **“Day”** means English calendar day.
- viii. **“OTE”** means this Request for Proposal issued by the Bank for the engagement of a Designing Agency to Design the Bank’s Annual Report for the Bank (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.
- ix. **“Selected Bidder/ Designing Agency/ Supplier/ Contractor/ Designing Agency/ Selected Designing Agency”** is the successful Bidder found eligible as per eligibility criteria set out in this OTE, whose technical Bid and commercial bid has been accepted and who has been declared as the Successful Bidder as per the selection criteria set out in the OTE and to whom notification of award has been given by Bank.

#### 4. Overview:

Central Bank of India having its branches spread across India. The Bank offers wide range of products and services to both Corporate and Retail Customers. The Bank also has one of the largest networks of ATMs spread across all geographical locations. The Bank also provides services to its customers through alternate channels such as Internet Banking, Debit Cards, Mobile Banking, etc. As of 31.03.2022 total number of shareholders of the Bank was 3.69 Lakh.

To expand its reach further, the Bank is also forging ahead with cutting edge technologies and innovative new banking models.

#### 5. Purpose of Engagement:

- i. Bank is looking forward to engaging a Designing Agency for Designing Agency to Design the Bank’s Annual Report as per the latest applicable laws of India and in accordance with the statutory and regulatory guidelines/framework issued by SEBI, MCA, DFS, ICAI, RBI, Govt. of India, etc. from time to time.

#### 6. Scope of Work:

As given in **Annexure-E** of this OTE.

## **7. Eligibility and Technical Criteria:**

- i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Annexure-B & Annexure-C** of this OTE. The Bidders must submit the documents substantiating eligibility criteria as mentioned in this OTE document.
- ii. No bidder or its Associate shall submit more than one Bid for the OTE. A Bidder applying individually or as an Associate shall not be entitled to submit another Bid either individually or through Associates, as the case may be.
- iii. Companies/Firm registered in India only be permitted under this OTE to participate in the bidding process.

## **8. Cost of Bid document:**

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process. The Cost of the Bid Document is Rs. 5000/-(Payment shall be through Bank Draft) in Independent Envelope along with tender submission.

## **9. Clarification and amendments on OTE:**

- i. Bidder requiring any clarification of the bidding Document may notify the Bank in writing at the address/by e-mail given in part II of this document within the date/time mentioned in the schedule of events.
- ii. Bidders may request clarifications on any clause of the OTE before the closing date of submission of the OTE. Any such request for clarification must be sent via email to [smmbd@centralbank.co.in](mailto:smmbd@centralbank.co.in) before the stipulated date. All such queries by e-mail should be received on or before the time stipulated for the said purpose in the Time Schedule for OTE process. Bank shall clarify all such queries by e-mail to individual queries or may publish the same on its website. However, it may be noted that non-receipt of reply to the queries raised by an interested entity shall not be accepted as a valid reason for non-submission of an offer or delayed submission. Similarly, non-reply to any query may not be deemed as an acceptance of the issue by the Bank. Should Bank deem it necessary to amend the OTE as a result of a clarification or otherwise, it shall do so following the procedure under para vi below.
- iii. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders as per the sole discretion of the Bank.

- iv. Bank reserves the right to amend, rescind or reissue the OTE, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding Document, by an amendment which will be made available to the Bidders by way of corrigendum/addendum published/hosted on the bank's website. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the schedule of events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Bank also reserves the right to rescind or reissue the OTE.
- v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in the OTE or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- vi. Queries received after the scheduled date and time will not be responded to/acted upon.

#### **10. Contents of Bid documents:**

- i. The Bidder must thoroughly study/analyze and properly understand the contents of this OTE document, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this OTE and is supplied solely as guidelines for Bidders.
- iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- iv. The information and all the documents provided/submitted by the Bidders in response to this OTE will become the property of the Bank and will not be returned to the bidders. Incomplete information in Bid document may lead to non- consideration of the proposal.

- v. **Nothing in this OTE or any addenda/corrigenda or clarifications issued in connection thereto, is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters contained in OTE and/or any addenda/corrigenda or clarifications issued in connection thereto.**

**11. Earnest Money Deposit (EMD):**

- i. The Bidder shall submit an EMD of Rs.20,000/- (Rupees Twenty Thousand only) for the validity period mentioned in Part II of this document.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. The EMD may be in the form of a Demand Draft or Pay Order or Bank Guarantee, issued by a Scheduled Commercial Bank in India, other than Central Bank of India, drawn in favour of "Central Bank of India" payable at Mumbai. In case, Bank is the sole Banker for the Bidder, a Letter of Comfort from Bank would be acceptable.
- iv. Any Bid not accompanied by EMD for the specified amount as mentioned elsewhere in the OTE will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidders shall be returned within 4 weeks from the date of Bid finalisation.
- vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee for the amount and validity as mentioned in Part II of this OTE which should be strictly on the lines of format placed at **Annexure-H**.
- vii. No interest is payable on EMD.
- viii. The EMD may be forfeited: -
  - a) if a Bidder withdraws its Bid during the period of Bid validity specified in this OTE; or
  - b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to the signing of Contract; or
  - c) if the successful Bidder fails to sign the contract or furnish Performance Bank Guarantee, within the specified time period in the OTE/Work Order/Offer letter.
- ix. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the OTEs floated by the Bank/this department, in future, as per sole discretion of the Bank.

- x. Concession as per MSMED Act will be extended to eligible MSE Designing Agencies as MSEs are exempted from payment of Earnest Money Deposit (EMD).

**12. Bid Preparation and submission:**

- i. The Bid is to be submitted in two separate envelopes. One of the envelope is to be prominently marked as '**Technical Proposal for Engagement of Designing Agency for Designing the Bank's Annual Report: OTE Reference No. CO/MBD/2022-23/01 Dated: 21.04.2022.**' This envelope should contain the following documents and should be **properly sealed**:
  - (a) Bid covering letter/Bid form on the lines of **Annexure-A** on Bidder's letter head.
  - (b) Earnest Money Deposit (EMD) as specified in this OTE.
  - (c) All other annexures as attached in OTE.
  - (d) A letter on Bidder's letter head: -
    - (i) Mentioning details of EMD submitted, technical competence and experience of the Bidder,
    - (ii) Certifying that the period of the validity of the Bid is as per terms of this OTE,
    - (iii) Confirming that the Bidder has quoted for all the items/Services mentioned in this OTE in their commercial Bid,
    - (iv) Confirming that they agree with all the terms and conditions mentioned in the OTE, and
    - (v) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Annexure-B**, technical eligibility criteria on the lines of **Annexure-C** and details of key personnel on the lines of **Annexure-C-1**.
  - (e) Bidder's details as per **Annexure-D** on Bidder's letter head.
  - (f) Audited balance sheets and profit and loss account statements for last four financial years.
  - (g) A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the Bid document.
  - (h) Presentation in the form of PPT in a pen drive as well as hardcopy (print).
- ii. A second sealed envelope prominently marked as **Commercial Proposal for Engagement of Designing Agency for designing the Bank's Annual report OTE Reference No. CO/MBD/2022-23/01 Dated: 21.04.2022.** This envelope should contain only the **Commercial Bid** strictly on the lines of **Annexure-F**. Prices are to be quoted in Indian Rupees only.
- iii. Bidders may please note that:

- (a) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.
- (b) A soft copy (Word format) on a pen drive (excluding the price bid) should also be kept in a separate envelope within the envelope of technical Bid. Voluminous documents should be submitted only on pen drive.
- (c) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section / lot in a separate envelope.
- (d) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- (e) The Bid document shall be complete and in accordance with various clauses of the OTE or any addenda/ corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp/seal of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- (f) Bids are liable to be rejected if only one (i.e., Technical Bid or Price Bid) is received.
- (g) Prices quoted by the Bidder shall remain fixed for the period specified in part II of this document and shall not be subjected to variation on any account, including exchange rate fluctuations. **A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.**
- (h) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- (i) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- (j) The Bidder must provide specific and factual replies to the points raised in the OTE.
- (k) The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- (l) All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- (m) Any inter-lineation, erasures or overwriting shall be valid **only** if these are initialled by the person signing the Bids.
- (n) The Bid document shall be spirally bound.
- (o) The Bank reserves the right to reject Bids not conforming to the above.
- (p) The two NON-WINDOW envelopes shall be put together and sealed in an outer NON-WINDOW envelope.

- (q) All the envelopes shall be addressed to the Bank and delivered at the address given in Part-II of this OTE and should have name and address of the Bidder on the cover.
- (r) If the envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.
- (s) Bank's decision on opening and further processing of bids irrespective of the minimum number of bids received, will be final and binding on all the bidders.

**13. Deadline for Submission of Bids:**

- a. Bids must be received by the Bank at the address specified and by the date and time mentioned in the "Schedule of Events".
- b. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.
- c. In case the Bank extends the scheduled date of submission of the Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.
- d. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

**14. Modification and Withdrawal of Bids:**

- a. The Bidder may modify or withdraw its Bid after the Bid submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.
- b. A withdrawal notice may also be sent by e-mail, but followed by a signed confirmation copy, not later than the deadline for submission of Bids.
- c. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- d. No Bid shall be withdrawn in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.
- e. Withdrawn Bids, if any, will be returned unopened to the Bidders.

**15. Period of Validity of Bids:**

- a. Bids shall remain valid for 180 days from the date of last date of bid submission. A Bid valid for a shorter period is liable to be rejected by the Bank as non-responsive.
- b. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such a case, the Bank will not forfeit its EMD. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.
- c. The Bank reserves the right to call for fresh quotes at any time during the Bid validity period with or without modification in the terms and conditions, if considered, necessary.
- d. Once a Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations, if applicable.

**16. Bid integrity:**

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become the property of the Bank. The Bidders shall be deemed to license and grant all rights to Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation, to disclose the contents of submission for regulatory and legal requirements and to disclose and/ or use the contents of submission as the basis for OTE process.

**17. Bidding process/Opening of Technical Bids:**

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events available in part II of this document. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same. However, Bids may be opened even in the absence of representatives of one or more of the Bidders. The Bank may, at its sole discretion decide to open the bid in the virtual presence of the representative of the bidders. The link for the same shall be provided to the bidders through email or updated on the Bank's corporate website ([www.centralbankofindia.co.in](http://www.centralbankofindia.co.in)) under Live Tender Tab.

- ii. In the first stage, only technical Bid will be opened and evaluated. Proposals of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the OTE will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for commercial Bid opening and further OTE evaluation process.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the OTE in toto, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After the opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the services proposed to be offered by them.
- vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

#### **18. Technical Evaluation:**

Technical evaluation of only those bids will be carried out which are prima facie found to be responsive and where all the required papers and EMD, Affidavits etc. have been furnished. Before technical evaluation, the Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order. The Bank will reject the bid determined as not substantially responsive.

- i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Services. The Bidder will demonstrate/substantiate all claims

made in the technical Bid to the satisfaction of the Bank, the capability of the Services to support all the required functionalities at their cost.

- ii. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing/email and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after the bid submission date.

The Bank reserves the right to evaluate the Bids on technical & functional parameters including factory/workplace visit and witness demos of the system and verify functionalities, response times, etc.

#### **19. Evaluation of Price Bids and Finalization:**

- i. The envelope containing the Commercial Bids of only those Bidders, who are short-listed after technical evaluation, would be opened.
- ii. Marks will be awarded to the bidders as per **Annexure-G**.
- iii. The bidders will be selected on the basis of the technical evaluation and commercial bid.
- iv. All the bidders who score at least 10 marks out of 50 marks in the Technical evaluation will have to give a presentation in front of a committee constituted by the Bank at a given date and time. All the presentations will be evaluated by the committee constituted by the Bank for the limited purpose of determining the suitability of the bidder. However, the presentation which is not found up to the mark in the opinion of such committee will not be accepted and the price bid of such bidders may not be allowed to be opened. The decision of the committee will be final in this regard.
- v. The commercial bid of only the bidders, who score a minimum of 10 marks out of 50 in the Technical evaluation will be opened.
- vi. The final score of the bidders will be awarded based on the Techno Commercial Evaluation as per **Annexure-G**.
- vii. The Designing Agency with the highest Score as per **Annexure-G** will be selected.
- viii. Where two or more bidders score the same marks, the bidders having longer length of experience among them will be treated as successful bidder.

#### **20. Contacting the Bank:**

- i. No Bidder shall contact the Bank in any manner on any matter relating to its Bid, from the time of opening of Bid to the time, the Contract is awarded.
- ii. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

**21. Award Criteria:**

- i. Bank will notify successful Bidder in writing by 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.
- ii. The successful Bidder will have to submit a Non-disclosure Agreement as per **Annexure-J**, Performance Bank Guarantee for the amount and validity as desired in part II and strictly on the lines of format given at **Annexure-H** of this document together with acceptance of all terms and conditions of OTE.
- iii. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- iv. The successful Bidder shall be required to enter into a contract/ SLA with the Bank, within 30 days of award of the tender or within such extended period as may be decided by the Bank.
- v. Until the execution of a formal contract/ SLA as per **Annexure-K**, the Bid document, together with the Bank's notification of award and the Selected Designing Agency's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.
- vi. The Bank reserves the right to amend the terms and conditions of the Contract as well as stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.
- vii. Failure of the successful Bidder to comply with the requirements/terms and conditions of this OTE shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG as well as blacklisting/debarment of the bidder from any of the Bank's future OTE/Tenders.
- viii. **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. The EMD of each unsuccessful Bidder will be discharged and returned.**

**22. Powers to Vary or Omit Work:**

- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same

Conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank within 4 working days thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

- ii. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- iii. If any change in the work is likely to result in a reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Bank shall prevail.

**23. No Waiver of Bank Rights or Successful Bidder's Liability:**

Neither any sign-off, nor any payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Bank shall affect or prejudice the rights of the Bank against the finally selected Bidder(s), or relieve the finally selected Bidder(s) of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in the Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful Bidder(s) for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Bank nor shall any such certificate nor the acceptance by him of any such amount paid on account or otherwise affect or prejudice the rights of the Bank against the successful bidder.

**24. Contract Amendments:**

No variation in or modification of the terms of the Contract post execution shall be made, except by written amendment(s), agreed upon and signed by the parties.

**25. Bank's Right to Accept Any Bid and to Reject Any or All Bids:**

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

**26. Performance Bank Guarantee:**

- i. Performance Bank Guarantee [PBG] of the amount with validity period as specified in Part II of this OTE strictly on the format at **Annexure-H** is to be submitted by the finally selected Bidder. The PBG has to be issued by a Scheduled Commercial Bank other than the Bank and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid being finally selected. Work order/Purchase order will be released only after receipt of the Performance Bank Guarantee. In case, Bank is the sole Banker for the Bidder, a Letter of Comfort from Bank may be accepted.
- ii. The PBG is required to protect the interest of the Bank against the risk of non-performance of the successful Bidder in respect of successful implementation of the project which may warrant invoking of PBG, also if any act of the successful bidder results in the imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG.

**27. Penalties:**

As mentioned in **Annexure-I** of this OTE.

**28. Right to Verification:**

The Bank reserves the right to verify any or all of the statements made by the Bidder in the bid/tender document and to inspect the Bidder's establishment, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities

to perform the job. Bank may also seek additional documents in support of the statements made by the bidder in the required OTE/ other documents.

**29. Purchase Price:**

- i. Total consolidated fees for all services to be provided by the bidder in terms of the OTE is to be quoted by the bidders in the commercial Bid.
- ii. The applicable TDS or any such statutory dues as applicable will be deducted at the time of payment of invoices.
- iii. Terms of payment are given in Part-II of this OTE document.
- iv. Prices payable to the Designing Agency as stated in the Contract shall be firm and not subject to adjustment during the performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.
- v. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

**30. Right to Audit**

Designing Agency agrees that whenever required by the Bank, it will allow to inspect its records and furnish all relevant information, records/data to the Bank/ SEBI/ Reserve Bank of India and/or any regulatory authority (ies). The Bank reserves the right to call for and/or retain any relevant information / audit reports on financial and security reviews with their findings undertaken by Designing Agency. However, Designing Agency shall not be obligated to provide records/ data not related to Services under the Agreement (e.g. internal cost breakup etc.).

**31. Subcontracting:**

As per scope of the OTE, subcontracting is not permitted.

**32. Validity of Agreement:**

The Agreement/ SLA will be valid for the period of three years. The Bank reserves the right to terminate the Agreement anytime as per the terms of OTE/Agreement.

### 33. Limitation of liability:

- i. For breach of any obligation mentioned in this OTE, subject to obligations mentioned in this clause, in no event bidder shall be liable for damages to the Bank arising under or in connection with this OTE/Contract for an amount exceeding the total Cost of the Project. The Designing Agency will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.
- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth herein shall not apply with respect to:
  - a) claims that are the subject of indemnification pursuant to IPR infringement/ third party IPR infringement,
  - b) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Designing Agency,
  - c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
  - d) When a dispute is settled by the Court of Law in India.
  - e) Regulatory or statutory fines imposed by a Government or Regulatory Designing Agency for non-compliance of statutory or regulatory guidelines applicable to the Bank.

For the purpose of sub-clause (iii) (b) herein above **“Gross Negligence” means** any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this OTE/Contract and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

**“Willful Misconduct” means** any act or failure to act with an intentional disregard of any provision of this OTE/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

**34. Confidentiality:**

- i. Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Bank relating to its business practices and its competitive position in the market place provided to the selected Bidder by the Bank in connection with the performance of obligations of Bidder under the work order/purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information ("Confidential Information") and shall not be disclosed to any third party/published without the written approval of the Bank.
- ii. The Confidential Information will be safeguarded and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.
- iii. Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Designing Agency's performance under the Contract, if so, required by the Bank.

**35. Delay in the Designing Agency's Performance:**

- i. Services shall be made by the Designing Agency within the timelines prescribed in part II of this document.
- ii. If at any time during performance of the Contract, the Designing Agency should encounter conditions impeding timely delivery and performance of Services, the Designing Agency shall promptly notify the Bank in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of the Designing Agency's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Designing Agency's time for performance, in which case, the extension shall be ratified by the parties.
- iii. Any delay in performing the obligation/ defect in performance by the Designing Agency may result in imposition of the penalty, liquidated damages, invocation of Performance Bank Guarantee and/or termination of the contract (as laid down elsewhere in this OTE document).

**36. Obligations of the selected Designing Agency (Successful Bidder):**

- i. The Designing Agency is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and exercising all means available to achieve the performance specified in the Contract.
- ii. The Designing Agency is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii. The Designing Agency will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Designing Agency's negligence. The Designing Agency will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. The Designing Agency is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- v. The Designing Agency shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Annexure-J** of this document.

**37. Patent Rights/Intellectual Property Rights:**

- i. Designing Agency agrees that all data or information supplied by the Bank to Designing Agency and/or the consultancy team in connection with the provision of Services by it shall remain the property of the Bank or its licensors.
- ii. Any licensed material used by Designing Agency for performing Services or developing Work Product for the Bank, Designing Agency should have right to use as well as right to license for the outsourced services. The Bank shall not be liable for any license or IPR violation on the part of Designing Agency.
- iii. Subject to other terms and conditions of this OTE, Designing Agency shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of Work Product or any part thereof in India or abroad under this OTE.

- iv. The Bank will give (a) notice to Designing Agency of any such claim without delay/provide reasonable assistance to Designing Agency in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Designing Agency shall not full/partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Designing Agency shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Designing Agency shall consult with the Bank with respect to the defence and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- v. Designing Agency shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Designing Agency's compliance with the Bank's specific technical designs or instructions (except where Designing Agency knew or should have known that such compliance was likely to result in an infringement claim and Designing Agency did inform the Bank of the same); or (ii) any unauthorized modification or alteration of the Work Product by the Bank.
- vi. All Work Product prepared by the Designing Agency in performing the Services shall become and remain the sole and exclusive property of the Bank and all Intellectual Property Rights in such Work Product shall vest with the Bank. Any Work Product, of which the ownership or the Intellectual Property Rights do not vest with the Bank under law, shall automatically stand assigned to the Bank as and when such Work Product is created and Designing Agency agrees to execute all papers and to perform such other acts as the Bank may deem necessary to secure its rights herein assigned by Designing Agency. The Work Product shall not be used for any purpose other than intended under the scope of work, without prior written consent of the Bank.
- vii. In the event that Designing Agency integrates any work that was previously created by Designing Agency into any Work Product, Designing Agency shall grant to, and the Bank is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to utilize the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks or other Intellectual Property Rights, in connection with the Work Product.

**38. Liquidated Damages:**

If the Designing Agency fails to deliver and perform any or all the services within the stipulated time schedule as specified in this OTE/ Contract, the Bank may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the Contract Price, as liquidated damages **mentioned in part II (Schedule of Events, Sl. No. 12)**. Once the maximum deduction is reached, the Bank may consider termination of the Contract.

**39. Conflict of Interest:**

- i. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Bank Guarantee), as the case may be, upon estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise. It is further clarified that:
  - (a) Bidder shall not receive any remuneration in connection with the assignment except as provided in the Contract.
  - (b) Bidder shall provide professional, objective and impartial advice and at all times hold the Bank's interests paramount, strictly avoiding conflicts with other assignment(s)/job(s) or their own corporate interests, and act without any expectation/ consideration for award of any future assignment(s) from the Bank. Bidder shall avoid any conflict of interest while discharging contractual obligations and bring, before-hand, any possible instance of conflict of interest to the knowledge of the Bank, while rendering Services under the Agreement.
- ii. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:
  - (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per

cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a Bank, insurance company, pension fund or a public financial institution referred to in 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- ① where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
  - ② subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has a shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Bidder is also a constituent of another Bidder; or
  - (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
  - (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
  - (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
  - (f) such Bidder or any of its affiliates thereof has participated as a Designing Agency to the Bank in the preparation of any documents, design, or technical specifications of the Project.

For the purposes of this OTE, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person,

and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

**40. Fraud & Corrupt Practices:**

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- ii. Bidders are obliged to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in the OTE
- iii. process or execution of the contract. Failure to do so would amount to violation.
- iv. Without prejudice to the rights of the Bank under Clause 21.1 hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/OTE issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.
- v. For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
  - (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding Process (for the avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the bidding Process); or (ii) engaging in any manner whatsoever, whether during the bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the

Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;

- (b) **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declarations or providing false information for participation in a OTE process or to secure a contract or in execution of the contract;
- (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding Process;
- (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“Restrictive practice”/ “Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- (f) **“Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;

**(g) Debarment/Banning**

Empanelment/participation of Bidders and their eligibility to participate in the Bank’s procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts. Following grades of debarment from empanelment/participation in the Bank’s procurement process shall be considered against delinquent Vendors/Bidders:

**(a) Holiday Listing (Temporary Debarment - suspension):**

Whenever a Vendor is found lacking in performance, in case of less frequent and less serious misdemeanors, the vendors may be put on a holiday listing (temporary debarment) for a period upto 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Vendor is, however, not removed from the list of empaneled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

- Vendors who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable);
- Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.);
- Vendors undergoing process for removal from empanelment/participation in the procurement process or banning/debarment may also be put on a holiday listing during such proceedings.

**(b) Debarment from participation including removal from empaneled list**

Debarment of a delinquent Vendor (including their related entities) for a period (one to two years) from the Bank's procurements including removal from empanelment, wherever such Vendor is empaneled, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Vendor from the list of empaneled vendors are:

- Without prejudice to the rights of the Bank under Clause 40(i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/OTE issued by the Bank during a period of 2 (two) years from the date of debarment.
- Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled;

- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency;
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the OTE documents;
- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation;
- Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- Any other ground, based on which the Bank considers, that continuation of Contract is not in the public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company have been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

**(c) Banning from Ministry/Country-wide procurements**

For serious transgression of code of integrity, a delinquent Vendor (including their related entities) may be banned / debarred from participation in a procurement process of the Bank including procurement process of any procuring entity of Government of India for a period not exceeding three years commencing from the date of debarment.

**41. Termination for Default:**

- i. The Bank, without prejudice to any other remedy for breach of Contract/OTE, by a written notice of not less than 30 (thirty) days sent to the Designing Agency, may terminate the Contract in whole or in part for any of the following reasons:

- a. If the Designing Agency fails to deliver and perform any or all the Services within the period(s) specified in the OTE/ Contract/ SLA, or within any extension thereof granted by the Bank pursuant to conditions of contract or
  - b. If the Designing Agency fails to perform any other obligation(s) under the OTE/contract; or
  - c. Laxity in adherence to standards laid down by the Bank; or
  - d. Material discrepancies/deviations in the agreed processes and/or Services.; or
  - e. Violations of terms and conditions stipulated in this OTE.
  - f. On the happening of any termination event mentioned in the OTE/Contract.
- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Designing Agency, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Designing Agency shall be liable to the Bank for any increase in cost for such similar Services. However, the Designing Agency shall continue performance of the Contract to the extent not terminated.
- iii. If the contract is terminated under any termination clause, the Designing Agency shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in a timely manner and in proper format as per the scope of this OTE and shall also support the orderly transition to another Designing Agency or to the Bank.
- iv. During the transition, the Designing Agency shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this OTE/Contract.
- vi. In the event of failure of the Designing Agency to render the Services or in the event of termination of contract or expiry of the term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangements for getting the Services contracted with another Designing Agency. In such a case, the Bank shall give prior notice to the existing Designing Agency. The existing Designing Agency shall continue to provide services as per the terms of the contract until a 'New Designing Agency' completely takes over the work. During

the transition phase, the existing Designing Agency shall render all reasonable assistance to the new Designing Agency within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing Designing Agency is in breach of this obligation, they shall be liable for paying a penalty of **as provided in Part-II, (Schedule of Events, Sl. No. 13)** on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee.

**42. Force Majeure:**

- i. Notwithstanding the provisions of terms and conditions contained in this OTE, the Designing Agency shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if any, and to the extent that the delay in the performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires(unless caused by negligence of Designing Agency), floods, epidemic, pandemic, lockdown, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Designing Agency but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- iii. If a Force Majeure situation arises, the Designing Agency shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Designing Agency shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Contract by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Designing Agency shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Contract.

**43. Termination for Insolvency:**

The Bank may, at any time, terminate the Contract by giving written notice to the Designing Agency, if the Designing Agency becomes Bankrupt or insolvent or any application for Bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Designing Agency, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

**44. Termination for Convenience:**

- i. The Bank, by a written notice of not less than 90 (ninety) days sent to the Designing Agency, may terminate the Contract, in whole or in part, at any time for its convenience without assigning any reasons. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Designing Agency under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. In the event of termination of the Agreement for the Bank's convenience, Designing Agency shall be entitled to receive pro rata payment for the Services rendered (delivered) up to the effective date of termination.

**45. Disputes / Arbitration (applicable in case of successful Bidder only):**

All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment, or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (Bank or Designing Agency), may seek appropriate civil remedy with the competent civil courts located at Mumbai, India. The Designing Agency shall continue the work under the Contract during the pendency of the civil proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the civil court is obtained.

**46. Governing Language:**

The governing language shall be English.

**47. Applicable Law & Jurisdiction:**

The Contract/OTE shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of the competent civil courts at Mumbai.

**48. Taxes and Duties;**

- a. The selected Designing Agency shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Designing Agency shall include all such taxes in the quoted price.
- b. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet **(Annexure-F)**.
- c. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
- d. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this OTE process shall be borne by the Designing Agency alone. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

**49. Tax deduction at Source:**

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect such deductions from the payment due to the Designing Agency. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve the Selected Designing Agency from his responsibility to pay any tax that may be levied in India on income and profits made by the Selected Designing Agency in respect of this contract.
- ii. The Selected Designing Agency staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and

the Selected Designing Agency shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

**50. Exemption of EMD:**

Micro & Small Enterprises (MSE) units are exempted from payment of EMD.

Startups are exempted from payment of EMD.

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

**Bidders may please note:**

- i. NSIC certificate/ Udyog Aadhar Memorandum/Udyam Registration Certificate should cover the items tendered to get EMD exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
- ii. Bidder who solely on its own, fulfills each eligibility criteria condition as per the OTE terms and conditions and those are having MSE status, can claim exemption for EMD/ tender fee.
- iii. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without EMD will be summarily rejected and no queries will be entertained.

**51. Notices:**

Any notice given by one party to the other pursuant to this OTE/contract shall be sent to other party in writing or by Fax and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later.

**52. Terms of Payment:**

- i. The Designing Agency will submit invoices on the completion of the activity for necessary settlement. The invoices should be submitted along with a list of work initiated /completed, along-with all supporting documents and bills as well as copies of the supplier bills where relevant.
- ii. Bank will pay to the Designing Agency only.
- iii. The Tax and GST/VAT component shall be payable as applicable.

- iv. The Bank will make the payment within the period of 60 days after receiving the bill from the Designing Agency drawn as per terms of contract and completed in all respect.

**53. Other Information:**

- i. Photographs/ creative will be the property of Bank and the same are required to be handed over to the Bank.
- ii. The Designing Agency will be responsible for copy right issues concerning usage of images, footage, text material, etc. obtained through various sources. Bank will not be a party to any disputes arising out of copyright violation by the Designing Agency.
- iii. The Designing Agency will be responsible for obtaining any permission that may be required for undertaking work as detailed in this OTE document. Bank may assist the Designing Agency in this regard, wherever possible.
- iv. The Designing Agency will at no time resort to plagiarism. Bank will not be a party to any dispute arising on account of plagiarism resorted to by the Designing Agency. The Designing Agency will indemnify Bank against any claim, laws, damages, etc. arising out of the Designing Agency having resorted to plagiarism or violation & IPR of any third party.

(SMRUTI RANJAN DASH)  
GENERAL MANAGER

**PART-II**

<b><u>SCHEDULE OF EVENTS</u></b>		
<b>SI No</b>	<b>Particulars</b>	<b>Remarks</b>
<b>1</b>	<b>Contact details of issuing department (Designation, Tel. No., Email id and address for sending any kind of correspondence regarding this OTE)</b>	Deputy General Manager Central Bank of India, Merchant Banking Department, 09th Floor, Chandermukhi Building, Nariman Point, Mumbai -400021 Email: <a href="mailto:smmdbd@centralbank.co.in">smmdbd@centralbank.co.in</a> Tel. No. 022-66387575 (10.30AM to 5.30PM)
<b>2</b>	<b>Bid Document Availability including changes/ amendments, if any to be issued</b>	OTE may be downloaded from Bank's website <a href="https://www.centralbank.co.in">https://www.centralbank.co.in</a> under the Live Tender Tab from 21.04.2022 to 25.04.2022.
<b>3</b>	<b>Last date for requesting clarification</b>	Upto 03.00 PM on 26.04.2022.  All communications regarding points / queries requiring clarifications shall be given by e-mail on <a href="mailto:smmdbd@centralbank.co.in">smmdbd@centralbank.co.in</a> .
<b>4</b>	<b>Clarifications to queries raised, if any</b>	On 27.04.2022
<b>5</b>	<b>Last date and time for Bid submission</b>	On 30.04.2022 Upto 05:00 PM
<b>6</b>	<b>Address for submission of Bids</b>	Deputy General Manager Central Bank of India, Merchant Banking Department, 09th Floor, Chandermukhi Building, Nariman Point, Mumbai -400021
<b>7</b>	<b>Date and Time of opening of Technical Bids</b>	05 :00 PM on 02.05.2022  Authorized representatives of Designing Agency may be present during opening of the bids. The Bank may at its sole discretion decide to open the bids through Virtual Meeting over Microsoft Teams/ through Virtual Conference. However, Bids would be opened even in the absence of any or all of the Designing Agency representatives.

<b>8</b>	<b>Date of Presentation</b>	The bidders shall be advised separately through email for making their presentations on a subsequent date.
<b>9</b>	<b>Opening of Commercial Bids</b>	On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid evaluation.
<b>10</b>	<b>Earnest Money Deposit</b>	Rs. 0.20 Lakh  Concession as per MSMED Act will be extended to eligible MSE Designing Agencies in terms of the OTE
<b>11</b>	<b>Performance Bank Guarantee</b>	3% of the value of the contract  Performance Security in form of BG should be valid for three year(s) and three months from the effective date of the Contract.
<b>12</b>	<b>Liquidated damages</b>	If Designing Agency fails to perform any or all the Services within the stipulated time, schedule as specified in the OTE/Agreement, the Bank may, without prejudice to its other remedies under the OTE/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages, a sum equivalent to 0.5% of the total Project Cost for delay of each week or part thereof maximum up to 10% of total Project Cost. Once the maximum is reached, the Bank may consider termination of Agreement.
<b>13</b>	<b>Transition Penalty (Refer Part-1, point No 41 sub point no (vi).</b>	If existing vendor is found to be in breach of this obligation, they shall be liable for paying a penalty at the rate of the 10% of contract value on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period.

**BID FORM –(TECHNICAL BID)**

[On Company's letter head]

(to be included in Technical Bid Envelope)

To:

General Manager  
Central Bank of India

**ANNEXURE-A**

Date: XX.XX.XXXX

09<sup>th</sup> Floor, Chandermukhi Building  
Merchant Banking Department,  
Nariman Point,  
Mumbai -400021

Madam/Dear Sir,

**Ref: OTE No. CO/MBD/2022-23/01 Dated: 21.04.2022**

We have examined the above OTE, the receipt of which is hereby duly acknowledged and subsequent pre-Bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide Services detailed in this OTE. We shall abide by the terms and conditions spelt out in the OTE.

2. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Designing Agency and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict of interest obligation mentioned in this OTE.
- The prices submitted by us have been arrived at without agreement with any other Bidder of this OTE for the purpose of restricting competition.
- The prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this OTE.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- We have quoted for all the services/items mentioned in this OTE in our price Bid.
- The rate quoted in the *Price Bids are as per the OTE* and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

3. If our offer is accepted, we undertake to complete the formalities for providing

Services within the period specified in the OTE/Contract.

4. We agree to abide by all the Bid terms and conditions, contents of Service Level Agreement as available at **Annexure-K** of this document and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.
5. Until a formal contract is executed as per **Annexure-K**, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988, as amended".
7. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
8. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from the further bidding process.
9. We certify that we have not made any changes in the contents of the OTE document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document.
10. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the Bid. We shall make available to the Bank any additional information it may find necessary or require to supplement or authenticate the Qualification statement. We also acknowledge the right of the Bank to reject our Bid/Application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever
11. We understand that you may cancel the bidding process at any time and that you are neither bound to accept any Application that you may receive nor to invite that Applicants without incurring any liability to the Applicants. We further understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
12. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA/ SEBI or any other regulatory body for outsourcing activity.
13. If our Bid 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 (**Annexure-K**) and we shall be jointly and severally responsible for the due performance of the contract.

14. The name(s) of successful Bidder to whom the contract is finally awarded after the completion of the bidding process shall be displayed on the website of the Bank and/or communicated to the successful Bidder(s).
15. We certify that in regard to matters of security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
16. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
17. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
18. We hereby certify that on the date of submission of Bid for this OTE, we do not have any past/ present litigation which adversely affects our participation in this OTE or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
19. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of work order.
20. We hereby certify that we have read the clauses 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 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this OTE.
21. If our Bid 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 and we shall be solely responsible for the due performance of the contract.
22. We hereby certify that none of ours and/or our partner's /Directors are convicted of any criminal offence related to their professional conduct or making false statements or misrepresentations as to their qualifications to enter into a Procurement Contract within a period of two years preceding the date of the OTE. If a bidder chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the Designing Agency /Designing Agency and invoke Bank Guarantee at its discretion.
23. We hereby understand that any of the mentioned services can be withdrawn by the Bank by giving a notice of 15 days, any time during the contract period and no commercials for the service as per price discovery, will be paid by the Bank, subsequent to withdrawal of service.

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the OTE document.

Dated this ..... day of ..... 2022

\_\_\_\_\_  
(Signature) (Name)  
(In the capacity of)

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_  
**Seal of the company/ Firm.**

**Note: Company to provide copy of the board resolution authorizing the signatory to sign the bid documents.**

**Annexure-B**

**Bidder's Eligibility Criteria**

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected.

S. No.	Eligibility	Supportive documents required
1	The Bidder Should be a Mumbai based Company /Partnership Firm/LLP/ firm of international repute / standing.	A write up about the company / firm, its standing and past work done (not exceeding 2 pages). Copy of the Certificate of Incorporation issued by Registrar of Companies / firms and full address of the Registered office.
2	The bidder should be in existence for a minimum period of 10 years in India. Relaxation will be given to start ups in respect of turnover and prior experience subject to meeting quality and technical specifications.	Certificate of Business Commencement or any other certification related to the establishment of the business.
3	The bidder should have relevant experience of providing consulting assignments related to the preparation of Annual Reports of at least one reputed Nifty 200 company and should have undertaken the work of preparation of Annual Reports of at least one Banking company or BFSI during the last five years.	Letters from clients/ Copy of engagement letters/contracts.

4	Bidder to have at least 6 (Six) nos. of qualified manpower for the assignment, each with a minimum of 5 (Five) years of experience in writing/preparing the Annual Reports.. The bidder shall provide along with the technical bid, CVs of Team leader and other Team members/experts to be deployed for the assigned job.	CVs to be submitted.
5	The business operations of the company/firm should be based at Mumbai.	Supporting document.
6	The bidder should not be under debarment /blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/IBA/RBI/SEBI/Public Sector Undertaking/State or Central government or their agencies/Departments or other statutory bodies as on date of submission of the response to OTE.	Self-declaration
7	All bidders are required to submit an earnest bid money amount of Indian Rupees 0.20 Lakh only with their response to OTE,subject to the exemption as provided to MSEs as mentioned in this OTE.	Pay Order / Demand Draft, issued by a Scheduled Commercial Bank in India, drawn in favour of Central Bank of India payable at Mumbai.
8	Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)	Brief details of litigations, disputes, if any are to be given on Company's letter head.

9	<p>Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / any regulatory body etc., IBA, RBI, SEBI, TRAI, DOT, or regulator of any other country/ State or Central Government or their agencies/ departments on the date of submission of bid for this OTE and anytime during the last three years.</p> <p>In case of merger /acquisition / purchase / takeover, this clause would apply to both the organisations. i.e., in case any one of the organisations is blacklisted, then the same would be applicable to both organisations.</p> <p>Any instance of non-completion of the project or termination of SLA by any entity due to non-performance of the</p>	<p>Bidder should specifically confirm on their letter head in this regard.</p>
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	Designing Agency for the reasons attributable to the Designing Agency/bidder or their respective partner, during last 3 years prior to the date of OTE, shall be treated as non-performance on the part of the bidder and its partner and such bidders shall not be considered eligible for implementation of the project.	
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Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted. False compliances with respect to any of the minimum Eligibility/Technical criteria would disqualify the bidder from the OTE process. If a bidder is finally selected and at any stage during the term of the contract, if Bank finds the false certification for meeting the minimum eligibility/technical criteria, or the bidder is not eligible as per the minimum eligibility and technical evaluation criteria, Bank may debar/expel and blacklist the bidder and reassign the orders to other Designing Agency and Bank has right to invoke our Performance Bank Guarantee.

**Name & Signature of authorised signatory**

**Seal of Company/Firm**

## Annexure-C

### Technical Evaluation Criteria

**The parameters for Technical evaluation:**

Sl. No	Parameter for evaluation	Marking Criteria	Minimum Marks	Maximum Marks
1.	Experience in designing, drafting, preparing of Annual Reports, developing Interactive sites for the same and allied activities for at least one or more Nifty 200 Companies (excluding Public Sector Banks/Private Sector Bank/ BFSI).	5 Marks for each such company	5	25
2.	Experience in designing, drafting, preparing of Annual Reports, developing Interactive site for the same and allied activities for at least one or more Public Sector Banks/ Private Sector Bank/ BFSI.	5 Marks for each Public Sector Banks/ Private Sector Bank/ BFSI.	5	25
	Total		10	50

Proof of engagement should be submitted.

**DETAILS OF KEY PERSONNEL**

The team of professionals shall be comprised of experts and specialists (the “**Professional Personnel**”) in their respective areas of expertise and managerial/support staff (the “**Support Personnel**”) such that the Designing Agency should be able to complete the services within the specified time schedule. The Key Personnel shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of the services subject to the approval of the Bank. The CV of each such Professionals, if any, should also be submitted.

The Consultancy Team shall consist of the following key personnel (the “**Key Personnel**”) who will discharge their respective responsibilities as specified below:

<b>Key Personal</b>	<b>Responsibilities</b>

The above-mentioned Key Personnel possesses following qualifications and experiences:

<b>Key Personnel</b>	<b>Educational Qualification</b>	<b>Length of Professional experience</b>	<b>Experience on eligible assignments</b>

The Bank shall examine the CVs of all Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Bank.

**(Signature of Authorised Signatory)**

**Name of the Authorised Signatory:**

**Company/ Firm Name:**

<b>Bidder Details</b>
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## Details of the Bidder

S. No.	Particulars	Details
1.	Name and address of the bidder	
	Name, Mobile number and email of the bidder Designing Agency's contact official	
2.	Address of Head office of the Designing Agency	
3.	Date of Incorporation and / or commencement of business	
4.	Certificate of incorporation (Yes/No)	
5.	Brief description of the Bidder including details of its main line of business	
6.	Company website URL	
7.	Particulars of the Authorized Signatory of the Bidder <ul style="list-style-type: none"> <li>a. Name</li> <li>b. Designation</li> <li>c. Address</li> <li>d. Phone Number (Landline)</li> <li>e. Mobile Number</li> <li>f. Fax Number</li> <li>g. Email Address</li> </ul>	
8.	Details of Statutory registrations of the Designing Agency	

Signature and Seal of Company/ Firm

<b>Scope of Work</b>
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The non-inclusive indicative scope of work is furnished below:

1. Preparation of Annual Report both in Hindi & English.
2. The non-exclusive scope of work for two versions (size 27 cm x 21 cm) & is furnished below:
  - i) Design of the cover pages.
  - ii) Identify the theme and presentation structure of the AR.
  - iii) Copy-write, edit, typeset, refine content towards uniformity and continuity of tone and style (except the Financial Result section).
  - iv) Proof-read both in English and Hindi.
  - v) Provide full time three designers in our premises exclusively till the completion of all versions of Annual Reports, whichever is later, for completing the work of compiling the draft report/Hindi Translation/ Proof reading in Hindi & English/setting of financials in INR and all the corrections noticed by the concerned departments from time to time to be sent to our office
  - vi) Art work, graphics, photographs, design and layout of the AR.
  - vii) End-to-end/concept-to-delivery coordination and supervision of the Bank's Annual Report.
  - viii) Perform all other responsibilities and render all assistance as may be required for timely drafting & printing of AR.
  - ix) Any other work which may arise in relation to the timely drafting and printing of AR as required by the Bank.
3. **The assignments will be completed in compliance with regulatory prescription.**

**Annexure-F**

**Commercial/ Price Bid**

The Commercial Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification – **“Commercial Bid for Designing of Bank’s Annual Report (AR)”**.

**Name of the Bidder:**

<b>Sr. No.</b>	<b>Amount quoted towards</b>	<b>Amount in ₹</b>
1	Consolidated fee per year	

Commercial bids will be evaluated on the basis of consolidated amount quoted above and applicable taxes will be paid on an actual basis.

**Name & Signature of authorised signatory**

**Seal of Company**

### **TECHNO-COMMERCIAL EVALUATION**

**Commercial/ Price bid of the bidder who qualifies the criteria of Technical Evaluation will only be opened and evaluated as under:**

Parameters	Maximum Marks
Technical Proposal	50
Commercial/ Price Proposal	50
Total	100

For example:

Three Applicants namely A, B and C participated in the selection process and their technical scores are as under:

A=40/50

B=35/50

C=30/50

The quoted prices by Applicants are as under:

A= Rs 8000, B=Rs 9000, C=Rs10000

Where more than one bid is received, the final cost (lower cost quoted in price bid, in this case it Rs 8000) quoted by the applicants converted into a percentile score shall be as under:

$A = (8000/8000) * 50 = 50$

$B = (8000/9000) * 50 = 44.44$

$C = (8000/10000) * 50 = 40$

As the weightage for technical parameter and cost are 50 and 50 respectively, the final scores shall be calculated as under:

$A = 40 + 50.00 = 90.00$

$B = 35 + 44.44 = 79.44$

$C = 30 + 40.00 = 70.00$

**Hence, the offer of 'A' (being the highest score) would be considered as a Selected offer/selected bidder.**

**INDICATIVE PERFORMANCE BANK GUARANTEE FORMAT**  
**(TO BE STAMPED AS AN AGREEMENT)**

1. THIS BANK GUARANTEE AGREEMENT executed at \_\_\_\_\_this \_\_\_\_\_day of \_\_\_\_\_2022 by \_\_\_\_\_(Name of the Bank) \_\_\_\_\_ having its Registered Office at \_\_\_\_\_and its Branch at \_\_\_\_\_(hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOUR OF Central Bank of India, Constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 on July 19, 1969 with its Head office at Mumbai and various other offices (Zonal Offices/Regional Business Offices/other offices) of Central Bank of India, at various locations and managed by the Bank, acting through its Merchant Banking Department at Mumbai. And one of its offices at \_\_\_\_\_(procuring office address), hereinafter referred to as "Bank" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).
2. WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_Act having its registered office at \_\_\_\_\_and principal place of business at \_\_\_\_\_(hereinafter referred to as "Designing Agency/ Vendor" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to \_\_\_\_\_(name of Service) (hereinafter referred to as "Services") to Bank in accordance with the Request for Proposal (OTE) No. **CO/MBD/2022-23/01 dated: 16.04.2022.**
3. WHEREAS, Bank has agreed to avail the Services from Designing Agency for a period of \_\_\_\_\_year(s) subject to the terms and conditions mentioned in the OTE.
4. WHEREAS, in accordance with terms and conditions of the OTE/Purchase order/Agreement dated \_\_\_\_\_, Designing Agency is required to furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/- (Rupees\_\_ only) for due performance of the obligations of Designing Agency in providing the Services, in accordance with the OTE/Purchase order/Agreement guaranteeing payment of the said amount of Rs. \_\_\_\_\_/- (Rupees

only) to Bank, if Designing Agency fails to fulfill its obligations as agreed in OTE/Agreement.

5. WHEREAS, the Bank Guarantee is required to be valid for a total period of 12/36 months and in the event of failure, on the part of Designing Agency, to fulfill any of its commitments / obligations under the OTE/Agreement, Bank shall be entitled to invoke the Guarantee.

AND WHEREAS, the Guarantor, at the request of Designing Agency, agreed to issue, on behalf of Designing Agency, Guarantee as above, for an amount of Rs.\_\_\_\_\_-/- (Rupees\_\_\_\_\_only).

**NOW THIS GUARANTEE WITNESSETH THAT**

1. In consideration of Bank having agreed to entrust Designing Agency for rendering Services as mentioned in the OTE, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Designing Agency shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the OTE/Agreement and in the event of Designing Agency failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the OTE/Agreement, we (the Guarantor) shall on demand(s), from time to time from Bank, without protest or demur or without reference to Designing Agency and notwithstanding any contestation or existence of any dispute whatsoever between Designing Agency and Bank, pay Bank forthwith the sums so demanded by Bank not exceeding Rs.\_\_\_\_\_-/- (Rupees\_\_\_\_\_only).
2. Any notice / communication / demand from Bank to the effect that Designing Agency has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Guarantor without any delay.
3. We (the Guarantor) confirm that our obligation to the Bank, under this Guarantee shall be independent of the agreement or other understandings, whatsoever, between the Bank and Designing Agency.
4. This Guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the Bank.

**WE (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT-**

- ① Any neglect or forbearance on the part of Bank to Designing Agency or any indulgence of any kind shown by Bank to Designing Agency or any change in

the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.

- (i) This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by Bank at its discretion.
- (ii) This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
- (iii) The Guarantee shall not be affected by any change in the constitution of Bank or Designing Agency or winding up / liquidation of Designing Agency, whether voluntary or otherwise
- (iv) This Guarantee shall be a continuing guarantee during its validity period.
- (v) This Guarantee shall remain in full force and effect for a period of year(s) \_\_\_\_\_ month(s) from the date of the issuance i.e. up to \_\_\_\_\_. Unless a claim under this Guarantee is made against us on or before\_, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
- (vi) This Guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this Guarantee.

**Notwithstanding anything contained herein above:**

- i. Our liability under this Bank Guarantee shall not exceed Rs\_\_\_\_\_/- (Rs.\_\_\_\_\_only)
- ii. This Bank Guarantee shall be valid upto\_\_\_\_\_
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Bank serve upon us a written claim or demand on or before \_\_\_\_\_

**Yours faithfully,**

**For and on behalf of bank.**

\_\_\_\_\_  
**Authorised official**

**PENALTIES**

If the selected bidder fails to perform services within the stipulated time schedule as advised by the Bank from time to time, Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as penalties, a sum equivalent to 2% of the total work order cost for delay of each week or part there of maximum upto 10% of the total work order price. Once the maximum is reached, the Bank may consider termination of the contract pursuant to the conditions of contract/OTE.

## **NON-DISCLOSURE AGREEMENT**

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at Mumbai between:

Central Bank Of India Constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 on July 19, 1969 Central Bank of India was originally incorporated on December 21, 1911 with its Head office at Mumbai and various other offices (Zonal Offices/Regional Business Offices/other offices) of Central Bank of India, at various locations and managed by the Bank, acting through its Merchant Banking Department at Mumbai. (hereinafter referred to as "Bank" which expression includes its successors and assigns) of the ONE PART;

And

\_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_")  
which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

1. \_\_\_\_\_ is carrying on business of providing \_\_\_\_\_, has agreed to \_\_\_\_\_ for the Bank and other related tasks.
2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

### **NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER**

#### **1. Confidential Information and Confidential Materials:**

- (a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and the content of data stored within the network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

- (b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.
- (c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

## **2. Restrictions**

- (a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and Designing Agency specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Designing Agency shall appoint any Sub-Contractor then the Designing Agency may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause.
- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
  - (1) the statutory auditors of the Bank and
  - (2) regulatory authorities regulating the affairs of the Bank and inspectors and supervisory bodies thereof
- (c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement
- (d) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

- (e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

### **3. Rights and Remedies**

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- (b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- (c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
  - a. Suspension of access privileges
  - b. Change of personnel assigned to the job
  - c. Financial liability for actual, consequential or incidental damages
  - d. Termination of contract
- (d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

### **4. Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.
- (b) Any document provided under this Agreement is provided with RESTRICTED RIGHTS.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for

any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term “residuals” means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party’s copyrights or patents.

- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (f) In case of any dispute, both the parties agree for neutral third-party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, Designing Agency or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) All obligations created by this Agreement shall survive change or termination of the parties’ business relationship.
- (a) **Suggestions and Feedback** Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter “feedback”). Both parties agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentiality obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party’s consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party’s obligations hereunder with respect to Confidential Information of other party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022 at \_\_\_\_\_  
(month) (place)

For and on behalf of \_\_\_\_\_

Name		
Designation		
Place		
Signature		

For and on behalf of \_\_\_\_\_

Name		
Designation		
Place		
Signature		

**SERVICE LEVEL AGREEMENT (SLA)**

**AGREEMENT FOR DESIGNING THE BANK'S  
ANNUAL REPORT  
BETWEEN  
CENTRAL BANK OF INDIA  
AND**

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**Date of Commencement: XX.XX.XXXX**

**Date of Expiry: XX.XX.XXXX**

This Agreement ("Agreement") is made at \_\_\_\_\_(Place) on this \_\_\_\_\_ day of 20\_\_.

BETWEEN

**Central Bank of India** (hereinafter referred to as "**Bank**"), is having its head office at Chandermukhi Building, Nariman Point, Mumbai and various other offices (Zonal Offices/Regional Offices/branches/other offices), located at various locations in India and managed by the Bank, acting through its Merchant Banking Department at Mumbai. Hereinafter referred to as "**the Bank**" which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns of the First Part;

AND

\_\_\_\_\_ a company/LLP/Firm/ entity, having its registered office at \_\_\_\_\_ hereinafter referred to as "**Designing Agency**" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & permitted assigns of the Second Part.

The Bank and Designing Agency are sometimes individually referred to as a "Party" and collectively as "Parties" throughout this Agreement, and the words Party and Parties shall be construed accordingly.

**WHEREAS,**

- (i) The Bank is carrying on business in banking in India and overseas and desirous to avail services for designing and developing the Bank's Annual Report and to carry out works incidental to and associated with it; and
- (ii) Designing Agency is in the business of providing consultancy services for designing and developing of Annual Reports and agreed to provide the services as may be required by the Bank mentioned in the Request for Proposal (OTE) No \_\_\_\_\_ dated \_\_\_\_\_ issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a "OTE" and same shall be part of this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties, with the intent to be legally bound, hereby covenant and agree as follows:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 DEFINITIONS

Unless the context otherwise requires or unless otherwise defined or provided for herein, words and expressions shall have the same meaning as attributed to them in this Agreement. The

- i. **"The Bank"** means the **Central Bank of India** constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 having its head office at Chandermukhi Building, Nariman Point, Mumbai and various other offices
- i. **"Bidder"** means an eligible entity/firm submitting the Bid in accordance with this OTE and in response to this OTE.
- ii. **"Bid"** means the written reply or submission of response to this OTE.
- iv. **"The Contract/Agreement/SLA"** means this agreement entered into between the Bank and Designing Agency, all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **"Designing Agency"** is the successful Bidder found eligible as per eligibility criteria set out in this OTE, whose technical Bid has been accepted and who has emerged as L1 Bidder as per the selection criteria set out in the OTE and to whom notification of award has been given by the Bank.
- vi. **"Deliverables/ Work Product"** shall mean all work product generated by Designing Agency solely or jointly with others in the performance of the Services, including, but not limited to, any and all information, notes, reports, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets.

- vi. **“Intellectual Property Rights”** shall mean and include (a) copyrights and all renewals thereof; (b) trademarks, trade names, service marks, service names, logos and corporate names, both primary and secondary, together with all goodwill associated therewith and including, without limitation, all translations, adaptations, combinations and derivations of each of the foregoing, (c) trade secrets and other confidential information (including proposals, financial and accounting data, business and marketing plans, customer and supplier lists and related information); (d) all other intellectual property, including but not limited to design rights, trade names, information technology, domain names; and (e) all registrations and applications for registration, extension or renewal filed anywhere in the world for each of the foregoing.
- vii. **“Total Contract Price/Project Cost/TCO”** means the price payable to Designing Agency over the entire period of Contract for the full and proper performance of its contractual obligations.
- ix. **“Services”** means all services, scope of work and deliverables to be provided by a Bidder as described in the OTE and include the provision of technical assistance, training, certifications, auditing and other obligation of Designing Agency covered under this OTE.

## 1.2 INTERPRETATION

In construing the Agreement:

- 1.1.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).
- 1.1.2 The singular includes the plural and vice versa.
- 1.1.3 Reference to any gender includes each other gender.
- 1.1.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.1.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.

1.1.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented, or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents, or agreements.

1.1.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.

1.1.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.

**2 The terms not defined in this agreement shall be given the same meaning as given to them in the OTE. If no such meaning is given technical words shall be understood in a technical sense in accordance with the industrial practices.**  
**COMMENCEMENT & TERM**

2.1 This Agreement shall commence from its date of execution mentioned above/ be deemed to have commenced from XX.XX.XXXX (**Effective Date**).

2.2 This Agreement shall be in force for a period of three (03) year(s) from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.

2.3 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of 01 (one) year on same/ existing terms and conditions.

2.4 Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term.

**3 SCOPE OF SERVICES**

The scope and nature of the Services which the Designing Agency has to provide to the Bank are is specified in **Appendix- A** of this Agreement.

## 4 REPRESENTATIONS AND WARRANTIES

4.1 Each of the Parties represents and warrants in relation to itself to the other that:

- 4.1.1 It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through an applicable corporate process to do so.
- 4.1.2 The person(s) signing this agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals, and permits for the running and operation of its business.
- 4.1.3 It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the services to be provided under this Agreement.
- 4.1.4 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.
- 4.1.5 The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

### 4.2 Additional Representation and Warranties by Designing Agency

- 4.2.1 Designing Agency shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe

sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.

- 4.2.2 Designing Agency has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.
- 4.2.3 Designing Agency has valid and subsisting rights to all data, modules, components, designs, utilities, subsets, objects, programme listings, tools, models, methodologies, programmes, systems analysis frameworks, leading practices, and specifications sought to be used by it in relation to the provision of the Services.
- 4.2.4 Designing Agency warrants that to the best of its knowledge, Services and Deliverables provided by Designing Agency to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other Intellectual Property Rights of any third party.
- 4.2.5 Designing Agency shall duly intimate to the Bank immediately, the changes, if any in the constitution of Designing Agency.
- 4.2.6 The team composition submitted in response to the OTE shall remain the same and shall not be altered later on in any manner. The Bank will not consider substitution of professional staff during the Agreement period unless both Parties to the Agreement agree that undue delay makes such substitution unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organization. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Designing Agency within the period of time specified by the Bank. Such substitution shall only be effected with prior written approval of the Bank.
- 4.2.7 Designing Agency shall make all reasonable endeavors to provide the Services promptly and diligently, as provided under the terms of this Agreement. Designing Agency also undertakes to make best efforts

that no delays or disruption is caused in the execution or completion of the Services and that no additional costs are incurred by the Bank in relation to the Services. Designing Agency agrees that it shall cause its Consultancy Team, including the Key Personnel, Professional personnel and support personnel to strictly adhere to the project plans/ scope of work and the standards.

- 4.2.8 Designing Agency shall ensure that all persons, employees, workers and other individuals engaged by Designing Agency or sub-contracted (if allowed) by Designing Agency in rendering the services for this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Designing Agency unless such person is found to be suitable in such verification and Designing Agency shall retain the records of such verification and shall produce the same to the Bank as when requested.

## **5 RESPONSIBILITIES OF THE BANK**

- 5.1 The Bank shall designate a competent employee or employees, to be responsible for the completion of the Services contemplated under this Agreement and the supervision of the implementation of the Project Plan ("Nodal Officer").
- 5.2 The Nodal Officer shall assist Designing Agency in coordinating meetings/workshops with the relevant Heads of Departments and escalate issues/delays to the appropriate senior management and such Project Representative shall be Designing Agency's primary point of contact for the purposes of this Agreement. All communications to Designing Agency shall be made solely by the Nodal Officer, on behalf of the Bank.

- 5.3 The Bank shall provide Designing Agency and the Consultancy Team access to relevant documents/manuals/records as may be reasonably requested and required by the Consultancy Team in relation to the provision of the Services contemplated in terms of this Agreement.

## 6 RESPONSIBILITIES OF DESIGNING AGENCY

- 6.1 Consultancy Team - For the purposes of the Services contemplated in terms of this Agreement and for the effective implementation of the project plan, Designing Agency agrees and undertakes to nominate the following:
- 6.1.1 Three "Key Personnel" one of whom will be overall in-charge of the project and shall discharge his /her respective responsibilities. The Key Personnel should be working on the project from THE BANK location from the declaration of annual result of the Bank till completion of assigned work; and
- 6.1.2 In addition to Key Personnel, the consultancy team shall comprise of experts and specialists (the "Professional Personnel") in their respective areas of expertise and managerial/support staff (the "Support Personnel") such that the Designing Agency should be able to complete the Consultancy within the specified schedule.
- 6.2 A detailed list of all the members of the team, including the Key Personnel, Professional Personnel and Support Personnel ("**Consultancy Team**") is set out in **Appendix-C** hereto.
- 6.3 Designing Agency agrees and undertakes that all the Key Personnel will be available for the required duration of the project. Save and except as provided in clause 4.2.6, the Bank will not consider any request for substitution of any member of the Consultancy Team.
- 6.4 Designing Agency for itself and on behalf of members of the Consultancy Team hereby agrees to abide by the confidentiality obligations as set forth in this Agreement.

## 7 FEES, TAXES, DUTIES AND PAYMENTS

- 7.1 Designing Agency shall be paid fees and charges in the manner detailed in hereunder, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Designing Agency from his responsibility to pay any tax that may be levied in India on income and profits made by Designing Agency in respect of this Agreement.
- 7.1.1 The Bank agrees to pay the fees as set out in **Appendix-B** ("FEES") to Designing Agency for the Services being rendered by it, in the manner set out in this Agreement.
- 7.1.2 The Parties agree that the Fees payable in respect of a stage shall be paid as per the detailed billing schedule set out in **Appendix-B**.
- 7.1.3 The Parties agree that all Fees will be billed by and payable in Indian rupees at Mumbai. The Bank will pay properly submitted valid invoices within a reasonable period but not exceeding 60 (sixty) days after its receipt thereof.
- 7.1.4 The Bank may withhold payment of any Services that it disputes in good faith, and may set-off penalty amount or any other amount which Designing Agency owes to the Bank against the amount payable to Designing Agency under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Designing Agency indicating the reasons for such penalty or recovery of damages. Designing Agency shall have the liberty to present its case in writing together with documentary evidences, if any, within 21 (twenty one) days of receipt of notice. Penalty or damages, if any, recoverable from Designing Agency shall be recovered by the Bank through a credit note or revised invoices. In case the Designing Agency fails to issue a credit note/ revised invoice/recovery from Performance Bank Guarantee, the Bank shall have

the right to withhold the payment or set-off penal amount.

- 7.2 All duties and taxes (excluding GST or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by Designing Agency and Bank shall not be liable for the same. GST or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of the original receipt wherever required.
- 7.3 All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Designing Agency.

## **8 INTELLECTUAL PROPERTY RIGHTS**

- 8.1 The Parties agree that all data or information supplied by the Bank to Designing Agency and/or the Consultancy Team in connection with the provision of Services by it shall remain the property of the Bank or its licensors.
- 8.2 Any licensed material used by Designing Agency for performing Services or developing Work Product for the Bank, Designing Agency should have right to use as well as the right to license for the outsourced services. The Bank shall not be liable for any license or IPR violation on the part of Designing Agency.
- 8.3 Subject to clause 8.4 and 8.5 of this Agreement, Designing Agency shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of Work Product or any part thereof in India or abroad under this Agreement.
- 8.4 The Bank will give (a) notice to Designing Agency of any such claim without delay/provide reasonable assistance to Designing Agency in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Designing Agency shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases

the Bank fully from such claim, (ii) Designing Agency shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Designing Agency shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.

- 8.5 Designing Agency shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Designing Agency's compliance with the Bank's specific technical designs or instructions (except where Designing Agency knew or should have known that such compliance was likely to result in an infringement claim and Designing Agency did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the Deliverable by the Bank.
- 8.6 All Work Product prepared by the Designing Agency in performing the Services shall become and remain the sole and exclusive property of the Bank and all Intellectual Property Rights in such Work Product shall vest with the Bank. Any Work Product, of which the ownership or the Intellectual Property Rights do not vest with the Bank under law, shall automatically stand assigned to the Bank as and when such Work Product is created and the Designing Agency agrees to execute all papers and to perform such other acts as the Bank may deem necessary to secure its rights herein assigned by the Designing Agency. The Work Product shall not be used for any purpose other than intended under the scope of work, without prior written consent of the Bank.
- 8.7 In the event that Designing Agency integrates any work that was previously created by the Designing Agency into any Work Product, the Designing Agency shall grant to, and the Bank is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to utilize the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks or other Intellectual Property Rights, in connection with the Work Product.

## 9 CONFIDENTIALITY

9.1 For the purpose of this Agreement, Confidential Information shall mean (i) information of all kinds, whether oral, written or otherwise recorded or in electronic form including, without limitation, any analyses, compilations, forecasts, data, studies or other documents, regarding the past, current or future affairs, business, plans or operations of a Party to which the other Party will have access, (ii) the existence of the contemplated terms and the fact that discussions or negotiations are taking place or have taken place between the Parties concerning the contemplated terms, (iii) any and all information regarding the contemplated terms and any agreements that may be entered into in relation thereto and (iv) any customer details or other data received by a Party from the other Party or its customer(s) or otherwise shared between the Parties in connection with the Service.

9.2 In consideration of each Party providing the other Party or its' representatives with the Confidential Information, the Parties agree as follows:

9.2.1. Each Party shall keep confidential and shall not, directly or indirectly, disclose, except as provided in sub-clauses below, in any manner whatsoever, in whole or in part, the Confidential Information without the other Party's prior written consent.

9.2.2. Each Party shall hold the Confidential Information in confidence and shall exercise all reasonable diligence in ensuring that the Confidential Information is not disclosed to third parties and will refrain from using the Confidential Information for any purpose whatsoever other than for the purposes of this Agreement or for the purpose for which such information is supplied.

9.2.3. Notwithstanding the above, each Party may reveal the Confidential Information to those of its representatives, those of its' holding company and those of its subsidiaries who are involved in the negotiation or evaluation of the project, and shall procure and ensure that each of them complies with the obligation to keep the Confidential Information secret, private and confidential and strictly observes the terms of this Agreement.

- 9.2.4. The confidentiality obligation shall not apply to such portions of the Confidential Information which one of the Parties can demonstrate (i) are or become generally available to the public other than as a result of any breach of this Agreement, (ii) were in its possession on a non-confidential basis prior to the date hereof, (iii) have been rightfully received from a third party after the date hereof without restriction on disclosure and without breach of this Agreement, said third party is under no obligation of confidentiality to the other Party with respect to such Confidential Information, or is developed by the receiving party independently without any reference or use of disclosing party's Confidential Information.
- 9.2.5. In the event that a Party becomes legally compelled pursuant to any statutory or regulatory provision, court or arbitral decision, governmental order, or stock exchange requirements to disclose any of the Confidential Information, the compelled Party, as far as possible will provide the other Party with prompt written notice to the extent not prohibited by law. In any case, the compelled Party will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.
- 9.2.6. In the event of termination or expiry of this Agreement, each Party shall either (i) promptly destroy all copies of the written (including information in electronic form) Confidential Information in its possession or that of its representatives; or (ii) promptly deliver to the other Party at its own expense all copies of the written Confidential Information in its possession or that of its representatives, provided, however, each Party shall be permitted to retain one copy of the Confidential Information for the purposes of dispute resolution, compliance with regulatory agency or authority and internal compliance procedures, provided such copies being held and kept confidential.
- 9.2.7. By furnishing the Confidential Information, no Party makes an express or implied representation or warranty as to the accuracy or completeness of the Confidential Information that it has disclosed and each Party expressly

disclaims any liability that may be based on the Confidential Information, errors therein or omissions there from, save in the case of fraud or willful default.

9.3. Receiving party undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation. Receiving party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

9.4. Designing Agency shall not, without the Bank's prior written consent, disclose the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by Designing Agency in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary to purposes of such performance. Designing Agency shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.

9.5. Any document received from the Bank shall remain the property of the Bank and subject to clause 9.2.6 shall be returned (in all copies) to the Bank on completion of Designing Agency's performance under the Agreement.

9.6. The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall survive the term of this Agreement and for a period of (five) years thereafter provided Confidentiality Obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

## **10 RELATIONSHIP BETWEEN THE PARTIES**

10.1 It is specifically agreed that Designing Agency shall act as an independent Designing Agency and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal -

Agent relationship by express agreement between the Parties.

- 10.2 Neither Designing Agency nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.
- 10.3 None of the employees, representatives or agents of Designing Agency shall be entitled to claim permanent absorption or any other claim or benefit against the Bank.
- 10.4 This Agreement shall not be construed as a joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be an employee of other Party.
- 10.5 All the obligations towards the employee(s) of a Party on account of personal accidents while working in the premises of the other Party shall remain with the respective employer and not on the Party in whose premises the accident occurred unless such accidents occurred due to gross negligent act of the Party in whose premises the accident occurred.
- 10.6 For redressal of complaints of sexual harassment at the workplace, Parties agree to comply with the policy framed by the Bank (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.

## **11 SUB-CONTRACTING**

As per the scope of this Agreement sub-contracting is not permitted.

## **12 LIQUIDATED DAMAGES**

If Designing Agency fails to perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages, a sum equivalent to 0.5% of the total Project Cost for delay of each week or

part thereof maximum up to 10% of total Project Cost. Once the maximum is reached, the Bank may consider termination of Agreement.

### **13 BANK GUARANTEE & PENALTY**

- 13.1 Designing Agency shall furnish performance security in the form of Bank Guarantee for an amount of Rs.90000/- valid for a period of 3 year(s) 3 month(s) from a Scheduled Commercial Bank other than Central Bank of India in a format provided/ approved by the Bank. The Bank Guarantee is required to protect the interest of the Bank against the risk of non-performance of Designing Agency in respect of the successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this Agreement; or breach of any terms and conditions of the Agreement, which may warrant the invoking of Bank Guarantee.
- 13.2 Performance of the obligations under the Agreement shall be made by Designing Agency in accordance with the time schedule specified in this Agreement.
- 13.3 Subject to clause 21 of this Agreement, any unexcused delay by Designing Agency in the performance of its Contract obligations shall render this Agreement to be terminated.
- 13.4 If at any time during performance of the Contract, Designing Agency should encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, Designing Agency shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of Designing Agency's notice, the Bank shall evaluate the situation and may at its discretion extend Designing Agency's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.

13.5 Designing Agency shall be liable to pay penalty at the rate mentioned in **Appendix-D** in respect of any delay beyond the permitted period in providing the Services.

14 No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons solely and directly attributable to the Bank. On reaching the maximum of penalties specified, the Bank reserves the right to terminate the contract.

**15 COMPLIANCE WITH LAWS.**

15.1 Designing Agency agrees and declares that it shall be the sole responsibility of Designing Agency to comply with the provisions of all the applicable laws, concerning or in relation to the rendering of Services by Designing Agency as envisaged under this agreement.

15.2 Designing Agency shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this Agreement, require for performing the Services under this Agreement.

15.3 Designing Agency shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its executives, employee, agents, workers and representatives and in particular laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the laws relating to Contract Labour, Minimum Wages, etc., and the Bank shall have no liability in these regards.

15.4 Designing Agency shall cooperate fully with the Bank into processing and execution of this Agreement/ any other matter related to a discharge of contractual obligations by Designing Agency.

15.5 Designing Agency confirms that it has full authority to enter into this Agreement and render the Services as envisaged under this Agreement and all Corporate or other necessary approvals have been obtained for entering into this Agreement with the Bank. Further, the persons executing this Agreement on behalf of Designing Agency have full authority and power to

execute this Agreement and bind Designing Agency.

## 16 GOVERNING LAW AND DISPUTE RESOLUTION

### 16.1 Governing Law and Jurisdiction

This Agreement shall be governed by and be construed in accordance with the laws of the Republic of India. The parties agree to submit to the exclusive jurisdiction of the appropriate court in **Mumbai** in connection with any dispute between the parties under the Agreement.

### 16.2 Dispute Resolution

16.2.1 Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein, or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 (Arbitration Act) or any amendments thereof. Prior to submitting the Disputes to arbitration the parties shall make all endeavors to settle the dispute/s through mutual negotiation and discussions. In the event that the said dispute/s is not settled within 30 days of the arising thereof as evidenced through the first written communication from any party notifying the other regarding the disputes, the same shall finally be settled and determined by arbitration as above.

16.2.2 The place of arbitration shall be at **Mumbai** and the language used in the arbitral proceedings shall be English. The Arbitration shall be conducted by a mutually appointed sole arbitrator. If the Parties are unable to agree upon a sole Arbitrator, each Party shall appoint one arbitrator and the two arbitrators so appointed by the Parties shall appoint the third arbitrator, who shall be the Chairman of the Arbitral Tribunal.

16.2.3 The arbitral award shall be in writing and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any amendments thereof and shall be enforceable in any court of competent jurisdiction.

16.2.4 Pending the submission to arbitration and thereafter, till the Arbitrator or the Arbitral Tribunal renders the award or decision, the Parties shall, except in the event of termination of this Agreement or in the event of any interim order/award is granted under the aforestated Act, continue to perform their obligations under this Agreement.

## **17 GENERAL INDEMNITY**

- 17.1 Designing Agency agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Designing Agency. Designing Agency agrees to make good the loss suffered by the Bank.
- 17.2 Designing Agency shall be responsible for the accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of its Services. Subject to the provisions of Clause 18, it shall indemnify the Bank against any inaccuracy in its work which might surface during the implementation of the project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of Designing Agency or arises out of its failure to conform to good industry practice. Designing Agency shall also be responsible for promptly correcting, at its own cost and risk, the documents including such inaccuracy.

## **18 CONFLICT OF INTEREST**

- 18.1 Designing Agency shall not receive any remuneration in connection with the assignment except as provided in the Contract.
- 18.2 Designing Agency shall provide professional, objective and impartial advice and at all times hold the Bank's interests paramount, strictly avoiding conflicts with other assignment(s)/job(s) or their own corporate interests, and act without any expectation/ consideration for award of any future assignment(s) from the Bank. Designing Agency shall avoid any conflict of interest while discharging contractual obligations and bring, before-hand, any possible instance of conflict of interest to the knowledge of the Bank, while rendering Services under the Agreement.

## **19 LIMITATION ON LIABILITY**

- 19.1 The maximum aggregate liability of Designing Agency, subject to clause 18.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.
- 19.2 Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- 19.3 The limitations set forth in Clause 18.1 shall not apply with respect to:
- (i) claims that are the subject of indemnification pursuant to Clause 8 i.e. infringement of third party Intellectual Property Rights;
  - (ii) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Designing Agency;
  - (iii) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations mentioned under this Agreement;
  - (iv) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory

guidelines applicable to the Bank, provided such guidelines were brought to the notice of the Designing Agency.

For the purpose of clause 18.3 (ii) "Gross Negligence" means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith.

"Willful Misconduct" means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

## **20 POWER TO VARY OR OMIT WORK**

20.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Designing Agency except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Designing Agency to make any variation without prejudice to the Agreement. Designing Agency shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Designing Agency, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with

reasons for holding such opinion and Bank shall instruct Designing Agency to make such other modified variation without prejudice to the Agreement. Designing Agency shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Designing Agency's obligations will be modified to such an extent as upon may be mutually agreed. If such variation involves extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Designing Agency has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Designing Agency, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

- 20.2 If any change in the work is likely to result in a reduction in cost, the parties shall agree in writing so as to the extent of reduction in payment to be made to Designing Agency, before Designing Agency proceeding with the change.

## **21 RIGHT TO INSPECTION**

Designing Agency agrees that whenever required by the Bank, it will allow to inspect its records and furnish all relevant information, records /data to the Bank/ SEBI/ Reserve Bank of India and/or any regulatory authority (ies). The Bank reserves the right to call for and/or retain any relevant information / audit reports on financial and security reviews with their findings undertaken by Designing Agency. However, Designing Agency shall not be obligated to provide records/ data not related to Services under the Agreement (e.g. internal cost breakup etc.).

## 22 TERMINATION

22.1 The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:

- (i) If Designing Agency fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank;
- (ii) If Designing Agency fails to perform any other obligation(s) under the Agreement;
- (iii) Violations of any terms and conditions stipulated in the OTE;
- (iv) On happening of any termination event mentioned herein above in this Agreement.

Prior to providing a written notice of termination to Designing Agency under clause 21.1 (i) to 21.1 (iii), the Bank shall provide Designing Agency with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after the expiry of the cure period, the Bank shall have the right to initiate action in accordance with the above clause.

22.2 The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, for its convenience. In the event of termination of the Agreement for the Bank's convenience, Designing Agency shall be entitled to receive undisputed payment for the Services rendered (delivered) up to the effective date of termination on a pro-rata basis.

22.3 In the event the Bank terminates the Agreement in whole or in part for the breaches attributable to Designing Agency, it may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to clause 18 Designing Agency shall be liable to the Bank for any increase in cost for such similar Services. However, Designing Agency shall continue the performance of the Agreement to the extent not terminated.

22.4 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Designing Agency in the following eventualities:

21.4.1 If any Receiver/Liquidator is appointed in connection with the business of Designing Agency or Designing Agency transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Designing Agency.

21.4.2 If Designing Agency applies to the Court or passes a resolution for voluntary winding up of or any other creditor / person files a petition for winding up or dissolution of Designing Agency.

21.4.3 If any acts of commission or omission on the part of Designing Agency or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employee(s).

21.4.4 Any document, information, data or statement submitted by Designing Agency in response to OTE, based on which Designing Agency was considered eligible or successful, is found to be false, incorrect or misleading.

**22.4** In the event of termination of the Agreement for material breach, the Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.

**22.5** Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of confidentiality and indemnity; obligation of payment; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable law.

## **23 CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS**

23.1 Designing Agency shall arrange and ensure proper contingency plans to meet any unexpected obstruction to Designing Agency or any employees of

Designing Agency in rendering the Services or any part of the same under this Agreement to the Bank.

23.2 Designing Agency agrees to the following continuity arrangements to ensure the business continuity of the Bank.

23.2.1 In the event of failure of Designing Agency to render the Services or in the event of termination of Agreement or expiry of the term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangements for getting the Services contracted with another vendor. In such a case, the Bank shall give prior notice to the existing Designing Agency. The existing Designing Agency shall continue to provide services as per the terms of the Agreement until a 'New Designing Agency' completely takes over the work.

23.2.2 During the transition phase, the existing Designing Agency shall render all reasonable assistances to the new Designing Agency within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or New Designing Agency beyond the term of this Agreement, reasons for which are not attributable to Designing Agency, payment shall be made to Designing Agency for such additional period on the same rates and payment terms as specified in this Agreement. If the existing vendor is found to be in breach of this obligation, they shall be liable for paying a penalty at the rate of 10% of contract value on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period.

## **24 FORCE MAJEURE**

24.1 Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.

24.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight

embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of the Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

24.3 If a Force Majeure situation arises, Designing Agency shall promptly notify the Bank in writing of such conditions, the cause thereof and the likely duration of the delay. Unless otherwise directed by the Bank in writing, Designing Agency shall continue to perform its obligations under the Agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

24.4 If the event of Force Majeure continues for a period of more than 30 (thirty) days, either Party shall have the right to terminate this Agreement by giving a notice to other Party. Neither Party shall have any penal liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure. However, Designing Agency shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

## **25 SEVERABILITY**

If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The Parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

## 26 ENTIRE AGREEMENT

26.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, undertakings, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement, except which are expressly annexed or attached to this Agreement and saved by this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.

26.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as an integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- a) This Agreement;
- b) Annexure of Agreement;
- c) Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_; and
- d) OTE

## 27 NOTICE

27.1 Any notice or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, postage prepaid, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by postage prepaid, telegram or facsimile).

27.2 A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.

27.3 Address for communication to the Parties are as under:

**27.3.1 Communications to the Bank:**

General Manager  
(HRD/MBD/BOARD SECRETARIAT)  
Central Bank of India  
Merchant Banking Department  
09<sup>th</sup> Floor,  
Chandermukhi Building,  
Nariman Point,  
Mumbai – 400021

**27.3.2 Communications to Designing Agency:**

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27.4 In case there is any change in the address of one party, it shall be promptly communicated in writing to the other party.

**28 MISCELLANEOUS**

28.1 Any provision of this Agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.

28.2 No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

- 28.3 Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.
- 28.4 If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.
- 28.5 Designing Agency shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of the Bank. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.
- 28.6 Designing Agency agrees that it shall not use the logo, trademark, copy rights or other proprietary rights of the Bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the Bank.
- 28.7 During the term of this Agreement and for a one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or sub-contractor/s of the other party, or aid any third person to do so. However, nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of the Designing Agency.
- 28.8 Designing Agency agrees that the Bank shall have the right to disclose the details of this Agreement and the details of Services covered herein to the Reserve Bank of India and Indian Banks Association.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

**Central Bank of India**

**By:**

**Name:**

**Designation:**

**Date:**

WITNESS:

1.

2.

**Designing Agency**

**By:**

**Name:**

**Designation:**

**Date:**

1.

2.

## APPENDIX-A

### **Designing Agency's Scope of Work, Deliverables and Timelines**

The non-inclusive indicative scope of work is furnished below:

4. Preparation of Annual Report both in Hindi & English.
5. The non-exclusive scope of work for two versions (size 27 cm x 21 cm) & is furnished below:
  - i) Design of the cover pages.
  - ii) Identify the theme and presentation structure of the AR.
  - iii) Copy-write, edit, typeset, refine content towards uniformity and continuity of tone and style (except the Financial Result section).
  - iv) Proof-read both in English and Hindi.
  - v) Provide full time three designers in our premises exclusively for 2 months or till the completion of all versions of Annual Reports, whichever is later, for completing the work of compiling the draft report/Hindi Translation/ Proof reading in Hindi & English/setting of financials in INR and all the corrections noticed by the concerned departments from time to time to be sent to our office
  - vi) Art work, graphics, photographs, design and layout of the AR.
  - vii) End-to-end/concept-to-delivery coordination and supervision of the Bank's Annual Report.
  - viii) Perform all other responsibilities and render all assistance as may be required for timely drafting & printing of AR.
  - ix) Any other work which may arise in relation to the timely drafting and printing of AR as required by the Bank.
1. **The assignments will be completed in compliance with regulatory prescription.**

## APPENDIX-B

### **FEES**

As full consideration to Designing Agency for the performance of the Services under the Agreement, the Bank shall pay the sum of Rs. \_\_\_\_\_ plus applicable taxes as mentioned in the Agreement.

The schedule for Payment of the Services shall be as below:

Description of Deliverables	Payment %

## APPENDIX-C

### LIST OF MEMBERS OF THE CORE CONSULTANCY TEAM

Sr. no	Name	Designation	Role
1			
2			
4			
5			
6			
7			
8			
9			

## APPENDIX-D

### **PENALTIES**

If the selected bidder fails to perform services within the stipulated time schedule as advised by the Bank from time to time, Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as penalties, a sum equivalent to 2% of the total work order cost for delay of each week or part there of maximum upto 10% of the total work order price. Once the maximum is reached, Bank may consider termination of the contract pursuant to the conditions of contract/OTE.

APPENDIX-E

**Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs). 2017**

To:

Date:

Dear Sir,

**Ref: OTE No. \_\_\_\_\_ dated \_\_\_\_\_**  
**Bidder Name:**

We, \_\_\_\_\_ are a private/public limited company/LLP/Firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 <strike off whichever is not applicable>, having its registered office at hereinafter referred to as "Bidder/Seller" which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns.

This is to certify that we have read the clauses stated in the Office Memorandum issued by the Ministry of Finance on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto 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. We certify that the 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. We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.

We also accept that if such certificate is given by the Bidder if our bid is accepted and is found to be false, this would be a ground for immediate termination and further legal action in accordance with the law.

Signature and Seal of the Bidder

*Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached.*