



**Limited Tender Enquiry No: CO:BS-IRD:2023-24: Dated: 19.04.2023**

**Sub:- Limited Tender for "Designing of Annual Report 2022-23".**

**LIMITED TENDER(LTE) FOR DESIGNING OF ANNUAL REPORT 2022-23**

Central Bank of India, The Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 having its Central Office at Chandermukhi, Nariman Point, Mumbai - 400021 hereinafter called "Bank" and having 90 Regional Offices (RO), 12 Zonal Offices (ZO) and 4500 plus branches spread across India, invites Limited Tenders for **DESIGNING OF ANNUAL REPORT FOR THE YEAR 2022-23.**

**Schedule of Requirement**

S.No	Description	Delivery Period
	Designing, Formatting, Proof reading, Digital Proofing, Content correction and improvisation including Image correction & Enhancement Conversion of fully developed Annual Report in PDF format for upload on our website; Artwork & Design: conceptualizing, correction/ improvement in content, artwork, and design for both Hindi and English versions will be done by the vendor;	30 Days

**DETAILED INFORMATION**

Bidding System	Two Bid System Technical Bid & Financial Bid (Separate Sealed covers)
Tender Floating Date	19/04/2023
Tender Closing Date & Time	03/05/2023
Technical Bid Opening Date & Time	04/05/2023
Financial Bid Opening Date & Time	06/05/2023
EMD Amount	₹ 20,000/(Twenty Thousand Only)
Address for communication and clarification	<a href="mailto:agmcompsec@centralbank.co.in">agmcompsec@centralbank.co.in</a>
Tender Submission	Tender/Bid may be deposited in the tender box or submitted at Central Office on the Ninth Floor at Investor's Relation Division.Chandermukhi Building,Nariman point,Mumbai-400021
Website	The link for the same is provided for the bidders on the Bank's corporate website (www.centralbankofindia.co.in) under Live Tender Tab.

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

### **General Terms & Conditions**

- 1) Bidders are requested to submit their competitive rate through quotation based on above details.
- 2) Technical and Financial bids should be submitted separately and confidentially in separate sealed envelopes to the following address: Central Bank Of India on the Ninth Floor at Investor's Relation Division, Chandermukhi Building, Nariman point, Mumbai-400021 by 3<sup>rd</sup> May 2023, 04:00 PM.
- 3) The Annual Report shall be published in Hindi and English language after due translation. The bidder must be in existence for a minimum period of 5 years in India. Relaxation will be given to start ups in respect of turnover and experience subject to meeting quality and technical specifications with valid proof. 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 5 years. Proof of the same must be enclosed.
- 4) After award of contract – Successful Bidder shall design the Annual Report as per contract specifications framework, and scope of work detailed in this document.
- 5) For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
  - a. Purchase Order copy along with Invoice(s) with self - certification by the bidder that order against the invoices have been executed.
  - b. Execution certificate by client with order value.
- 6) The quoted price shall include all the taxes.
- 7) Delivery period of designs will be within 30 working days after issuing of Work Order/ Purchase order.
- 8) The quoted price will remain fixed and no alteration/ change in rate are allowed after issue of Work Order/Purchase order.
- 9) Bidder must submit the copy of **(a)** Firm registration certificate **(b)** Trade License; **(c)** GST/CST/Cess Registration Certificate along with the technical bid
- 10) Quotations may either be in **(a)** letter head or **(b)** as annexure on white page but duly stamped by the authorized signatory along with a forwarding letter on letter head.
- 11) Only invoices with serial numbers and printed with GST No. shall be accepted.
- 12) Payment shall be made only after the delivery of the designs against the award of contract with satisfactory level.
- 13) Contact Nos./E- mail IDs of Authorized persons of the firm must be given.

14) The successful bidder shall be required to enter into/execute a Bank's Standard contract/ SLA - Service Level Agreement as provided in Annexure- I with the Bank, within 10 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 as mentioned in Annexure - II, Performance Bank Guarantee for the amount and validity as mentioned in Annexure - III of this LTE 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 LTE.

**15) Earnest Money Deposit (EMD):**

The Bidder shall submit an EMD of **Rs.20,000/- (Rupees Twenty Thousand only)**. EMD is required to protect the Bank against the risk of Bidder's conduct. The EMD may be in the form of a Demand Draft or Pay Order or direct payment and transfer to Bank account 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. Any Bid not accompanied by EMD for the specified amount as mentioned elsewhere in the LTE will be rejected as non-responsive. The EMD of the unsuccessful Bidders shall be returned within 4 weeks from the date of Bid finalization. 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 this LTE which should be strictly on the lines of given format. No interest is payable on EMD. The EMD may be forfeited if a Bidder withdraws its Bid during the period of Bid validity specified in this LTE; or 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 if the successful Bidder fails to sign the contract or furnish Performance Bank Guarantee, within the specified time period in the LTE/Work Order/Offer letter. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the LTEs floated by the Bank/this department, in future, as per sole discretion of the Bank. Concession as per MSMED Act will be extended to eligible MSE Designing Agencies as MSEs are exempted from payment of Earnest Money Deposit (EMD).

**16) Performance Bank Guarantee :**

It will be 3% of the value of the contract Performance Security in form of BG should be valid for One year and three months from the effective date of the Contract.

**17) 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.

**18) Other Information:**

Photographs/ creative will be the property of Bank and the same are required to be handed over to the Bank. 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. The Designing Agency will be responsible for obtaining any permission that may be required for undertaking work as detailed in this LTE document. Bank may assist the Designing Agency in this regard, wherever possible. 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.

**Part-I: Format for Submission of Technical Bid**

(On the letter head of the Bidder)

S.No.	Particulars	Fill-in Details	Ref No./ remarks
1	Name and address of the Bidder		
2	Constitution of the Bidder		
3	Name of Proprietor/ Partner of the Bidder		
4	Name & Contact detail of Authorized representative: Designation, Address, Mobile No., E-mail ID)		
5	Month and Year of Establishment		
6	Number of years of experience in this field*		
7	Registration and/or Trade License Number of the Firm in required field. (Should be valid for FY 2022-23)		
8	Valid GSTIN Number		
9	PAN number of the Bidder.		
10	Outlet Address:		
11	Other relevant documents as mentioned under "Submission of Tender Document" & Terms & Condition		

\* All fields are mandatory to fill with the copy of duly signed and the above points together constitute eligibility criteria.

**Signature & Seal of the Firm/Company/Agency**

## Undertaking

(On the letter head of the bidder)

To,  
General Manager  
HCM/Board Secretariat/IRD  
CENTRAL BANK OF INDIA

Sub: Undertaking for Tender No:

Dear Sir/Madam,

This is to undertake that undertake that I / We, owner(s) of  
M/s....., of (name of city)  
have read the above mentioned Tender document and have fully understood the Terms &  
Conditions and their implications. We undertake that if I/We am/were given the contract, I/We will  
abide by all the Terms & Conditions etc. of the tender in letter and spirit.

Signed by (Name)\_\_\_\_\_

Authorized Signatory of M/s .....

Official Stamp:

Date:

Place:

## FINANCIAL BID

(On the letterhead of the bidder)

Sr.No	Particulars	Price
1	<b>Designing of Annual Report</b> (Designing, Formatting, Proof reading, Digital Proofing, Content writing correction and improvisation including Image correction & Enhancement Conversion of fully developed Annual Report in PDF format for upload on our website; Artwork & Design)	

**Note:** Total unit quoted price should be inclusive all charges (taxes etc.).  
No extra charges will be paid.

### PROFORMA FOR DIRECT PAYMENT/TRANSFER TO BANK ACCOUNT

Sr.No	Particulars	Information
1	Firm (Beneficiary) Name	
2	Please enclose a cancelled Cheque	
3	Complete Bank Account No. of the Firm ( beneficiary)	
4	Bank Name& Address	
5	IFSC Code no	
6	Mobile no (for SMS)	
7	Email ID (for information)	

**\*No overwriting or cutting in price quoted shall be acceptable and financial bid shall be treated invalid and rejected.**

We undertake that all information provided above is correct and CENTRAL BANK OF INDIA will not be responsible in case of any error on the part of firm

**Signature & Seal of the Firm/Company/Agency**

## **SCOPE OF WORK**

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.

**The assignments will be completed in compliance with regulatory prescription.**

**SERVICE LEVEL AGREEMENT  
(SLA)**

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

\_\_\_\_\_

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

**Date of Expiry:**  
**XX.XX.XXX**

**X**

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 (LTE) No \_\_\_\_\_ dated \_\_\_\_\_ issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a "LTE" 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 LTE and in response to this LTE.
- ii. **“Bid”** means the written reply or submission of response to this LTE.
- 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 LTE, whose technical Bid has been accepted and who has emerged as L1 Bidder as per the selection criteria set out in the LTE 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.

vi. **“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 LTE and include the provision of technical assistance, training, certifications, auditing and other obligation of Designing Agency covered under this LTE.

## **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 LTE. 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 One (01) year 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 as specified in the 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 LTE 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 to be provided to the Bank.
- 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 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 LTE;
- (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 LTE, 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) LTE

## **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. 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.

28.3 If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.

28.4 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.

28.5 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.

28.6 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.

28.7 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**

**Designing Agency**

**By:**

**By:**

**Name:**

**Name:**

**Designation:**

**Designation:**

**Date:**

**Date:**

WITNESS:

1.

1.

2.

2.

## APPENDIX-A

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

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:
  1. Design of the cover pages.
  2. Identify the theme and presentation structure of the AR.
  3. Copy-write, edit, typeset, refine content towards uniformity and continuity of tone and style (except the Financial Result section).
  4. Proof-read both in English and Hindi.
  5. 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
  6. Art work, graphics, photographs, design and layout of the AR.
  7. End-to-end/concept-to-delivery coordination and supervision of the Bank's Annual Report.
  8. Perform all other responsibilities and render all assistance as may be required for timely drafting & printing of AR.
  9. Any other work which may arise in relation to the timely drafting and printing of AR as required by the Bank.

**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/LTE.

APPENDIX-E
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Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017

To:

Date:

Dear Sir,

Ref: LTE 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.

## **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 Investors Relation Division 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                      2023 at

(month)

(place) For and on behalf of

<b>Name</b>		
<b>Designation</b>		
<b>Place</b>		
<b>Signature</b>		

For and on behalf of

<b>Name</b>		
<b>Designation</b>		
<b>Place</b>		
<b>Signature</b>		

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

THIS BANK GUARANTEE AGREEMENT executed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 2023 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 Investors Relation Division 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).

1. 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 (LTE) No. **CO:BS-IRD:2023-24:** **Dated: 19.04.2023.**
2. 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 LTE.
3. WHEREAS, in accordance with terms and conditions of the LTE/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 LTE/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 LTE/Agreement.
4. 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 LTE/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 LTE, 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 LTE/Agreement and in the event of Designing Agency failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the LTE/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 honored 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-

- (i) 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.
- (ii) 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.
- (iii) 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.

- (iv) 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
- (v) This Guarantee shall be a continuing guarantee during its validity period.
- (vi) 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.
- (vii) 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**