



**Request for Proposal for  
Engagement of Vendor for End to End Management of Loyalty Program.**

**Ref: CO:TXN-BKG:2018-19:3 dated 27.08.2018**

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The products and services required, bidding procedures, contract terms and conditions are prescribed in the RFP. The Bidding Documents include:

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Engagement of Vendor for End to End Management of Loyalty Program	 <b>सेन्ट्रल बँक ऑफ़ इंडिया</b> <b>Central Bank of India</b>
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**PART 1: INVITATION TO BID**

Name of the Company	Central Bank of India
Bid Ref No	Central Bank of India, Tender No. <b>Ref: CO: TXN-BKG:2018-19:3 dt. 27.08.2018</b>
Availability of RFP document for downloading from the Bank's website	27.08.2018
Cost of the tender document	Rs. 25,000.00 (Rupees Twenty Five thousand only)
EMD (Earnest Money deposit) Amount	Rs. 5,00,000.00 (Rs Five Lakhs only)
Pre-bid meeting with Bidder on queries raised	31.08.2018 at 03.00 PM
Last Date and Time for receipt of Bids (Commercial & Technical)	19.09.2018 at 3:00 PM
Date and Time of opening of technical Bids.	19.09.2018 at 4:00 PM
Place of Opening of bids /pre-bid Meeting	Transaction Banking Department, Ewart House , Homi Modi Street, 22, Fort Mumbai – 400 023.
Address for Communication	Deputy General Manager Transaction Banking Department, Ewart House , Homi Modi Street, 22, Fort Mumbai – 400 023.  <b>Email:</b> dgmatm@centralbank.co.in
Contact Name and Telephone Numbers	Rajeev Gupta / Ram Fulwani (Chief Manager) / (Chief Manager) Phone -022-61648605 :Mob- 9820953148 Email id - <a href="mailto:cmittxbkg@centralbank.co.in">cmittxbkg@centralbank.co.in</a> , cmdebitcard@centralbank.co.in
Website:	<a href="http://www.centralbankofindia.co.in">www.centralbankofindia.co.in</a>

## **1. Background**

Central Bank of India is one of the leading nationalized Banks of the country, has a national presence through a widespread network of more than 4700 network of branches, offices spread across the length and breadth of country. All the bank branches are under Centralized banking Solution. It also has a wide network of more than 5000 ATM(s) spread across the country. Bank has completed 105 years of its service to the Nation and its millions of satisfied customers with technology oriented bouquet of user friendly services and in the field of IT we are known for providing new innovative and customer friendly services.

The Bank also has specialized branches catering to the specific needs of Retail customers, Industrial units, corporate clients, Forex dealers, Exporters and Importers, Small Scale Industries and Agricultural sector. The Bank has sponsorship in 7 Regional Rural Banks (RRB).

Bank has implemented Core banking Solution B@ns24 in all its 4700 plus branches, from Tata Consultancy Services Limited. In addition to this, various other systems/platforms are available for applications like Payment Systems, Treasury Operations, SDR, Financial Inclusion, HRMS etc.

## **2. Objective**

Central Bank of India, hereinafter referred to as the Bank intends to select a vendor who can conceptualize, design, implement and manage end to end customer loyalty and rewards program for the Banks customers, including identifying specific target segments and designing customized loyalty solutions as and when felt necessary by the Bank.. For this purpose the Bank invites Technical and Commercial bids from the service providers who can perform the above activities as per Bank's requirement.

The Bidder should be able to manage end to end loyalty program which includes awarding of tiered/ structured loyalty points/ rewards point, sourcing of merchant discount offers, their effective communication and carrying out the accrual and redemption of loyalty points, among others.

Bank intends to avail services to conceptualize, design, implement and manage end-to-end enterprise wide customer loyalty and rewards program.

The functionalities required under the enterprise wide Loyalty Program for the bank customers are as indicated as under:

- ☐ Setting up the required infrastructure including user dashboard, user mobile application, admin dashboards for Bank, campaign management etc. Along with the Management of Loyalty Program for bank's customers.
- ☐ Setting up of various support functional activities like MIS report generation, providing support to customers, etc.
- ☐ Data Transfer between systems should be in encrypted and secured manner. Sensitive data like card details should be shown in one way encrypted formatting all systems of the Bidder/sub-contractor.
- ☐ The Agreement will be for a minimum period of 3 years and can be extended based on the satisfactory performance of the Bidder at the sole discretion of the Bank.

- ☐ The Bank at its sole discretion, at any point of time during the contract period, may choose to add

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any other banking channels to the scope of the existing loyalty program and the associated contract based on the satisfactory performance of the Bidder.

Bank intends to enter into the Rate contract for a period of 3 years with yearly downward review of prices. After the end of 3 years, the bank may extend the empanelment period by another 3 year, with mutual consent of bank and vendor.

This Request for Proposal (RFP) will require the vendor to provide all relevant information based on multiple configurations detailed within the RFP. Information and any supplementary information should be in both printed and digital format. Based upon the review and evaluation of proposals offered in response to this RFP, Bank may at its sole discretion negotiate and enter into rate contract for five years with one or more successful Bidders.

### 3. Schedule of Bid submission / Address for communication

The Bid Document may be downloaded from Bank's Website <http://www.centralbankofindia.co.in/tenders> and the bid should be submitted to the office of Central Bank of India , Transaction Banking Department, Ewart House , Homi Modi Street , 22, Fort Mumbai – 400 023.

Please note that all the information desired needs to be provided. Incomplete information may lead to non-selection.

All Bids must be accompanied by Bid Security.

A refundable bid security of **Rs.5,00,000/-** to be paid by means of a Bank Guarantee / demand draft / pay order favoring “Central Bank of India” payable in Mumbai to be submitted along with the technical bid. The cost of the tender document is Rs.25,000/- and the same may be paid at the time of pre-bid meeting or along with the technical bid in a separate envelope.

Bank **reserves** the right to change the dates, timings mentioned above or elsewhere mentioned in the RFP, which will be communicated by placing the same as corrigendum under Tender section on Bank's web-site.

#### Definitions

- In this Contract, the following terms shall be interpreted as indicated:
- “The Bank” means Central Bank of India.
- “Card” means credit card or debit card or any other card i.e. contactless smartcard as per ISO 14443 Type A / B issued by an Issuer.
- “Card Organization” includes VISA, MasterCard, RuPay and any other card organization offering credit, debit or any other card programme to Issuers.
- “Issuer” means a licensee of a Card Organization issuing a Card.
- “The Branches” means various branches / offices of the Central Bank of India, its Associates, Subsidiaries and Joint Ventures located in India and abroad

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- “The Contract” means the agreement entered into between the Bank and the Vendor, including all attachments and appendices thereto and all documents incorporated by reference therein;
- “Vendor” or “Terminal Vendor” is the successful Bidder/Respondent whose technical bid has been accepted and whose price as per the commercial bid is the lowest and to whom notification of award has been given by Bank.
- “The Contract Price” means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- “The solution ” means all the hardware / software and / or services which the Vendor is required to provide to the Bank under the Contract;
- “The Services” means those services ancillary to the supply of the Products, such as transportation and insurance, installation, commissioning, customization, provision of technical assistance, training, warranty, maintenance and other such obligations of the Vendor covered under the Contract;
- “TCC” means the Terms and Conditions of Contract contained in this section;
- “Service Provider “means the vendor who will provide relevant services.
- The Project” means conceptualize, design, implement and manage end to end customer loyalty and rewards program for the Banks customers for next 3 years.
- In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.

**PART 2: DISCLAIMER**

- a) The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Central Bank of India (Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
- b) This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- c) This is not an offer by the Bank but only an invitation to bid in the selection process initiated by the Bank. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the Bidder.



**PART 3: INSTRUCTIONS FOR BIDDERS (IFB)**

TABLE OF CLAUSES

Clause No.	Topic	Clause No.	Topic
	<b>A. Introduction</b>		<b>D. Submission of Bids</b>
3.1	General	3.17	Sealing and Marking of Bids
3.2	Detailed project Scope	3.18	Deadline for Submission of Bids
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3.	Cost of Bidding.	3.20	Modification & Withdrawal of Bids
3.	<b>B. Bidding Documents</b>		<b>E. Bid Opening and Evaluation</b>
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## **PART 3: INSTRUCTIONS FOR BIDDERS (IFB)**

### **A. Introduction**

#### **3.1 General**

- Bank intends to select a vendor who can conceptualize, design, implement and manage end to end customer loyalty and rewards program for the Central Bank of India customers, including identifying specific target segments and designing customized loyalty solutions as and when felt necessary by the Bank. The Bank's objective behind running a loyalty program is to influence customer behaviour in the desired way beneficial to the Bank. Towards this objective, the Bank wishes to incentivize its customers through its loyalty program.
- The Bidder should be able to manage end to end loyalty program which includes awarding of tiered/ structured loyalty points/ rewards point, sourcing of merchant discount offers, their effective communication and carrying out the accrual and redemption of loyalty points, among others.
- Bank intends to avail services to conceptualize, design, implement and manage end-to-end enterprise wide customer loyalty and rewards program.
- The functionalities required under the enterprise wide Loyalty Program for the bank customers are as indicated as under:
  - Setting up the required infrastructure including user dashboard, user mobile application, admin dashboards for Bank, campaign management etc. Along with the Management of Loyalty Program for bank's customers.
  - Setting up of various support functional activities like MIS report generation, providing support to customers, etc.
  - Data Transfer between systems should be in encrypted and secured manner. Sensitive data like card details should be shown in one way encrypted formatting all systems of the Bidder.
  - The Agreement will be for a minimum period of 3 years and can be extended for another period of 3 years based on the satisfactory performance of the Bidder at the sole discretion of the Bank.
  - The Bank at its sole discretion, at any point of time during the contract period, may choose to add any other banking channels to the scope of the existing loyalty program and the associated contract based on the satisfactory performance of the Bidder.
- This Request for Proposal (RFP) will require the vendor to provide all relevant information based on multiple configurations detailed within the RFP. Information and any supplementary information should be in both printed and digital format. Based upon the review and evaluation of proposals offered in response to this RFP, Bank may at its sole discretion negotiate and enter into rate contract for five years with one or more successful Bidders.
- The successful bidder has to conceptualize, design, implement and manage end to end customer loyalty and rewards program for the Central Bank Of India customers, including identifying specific target segments and designing customized loyalty solutions.
- Notwithstanding any other provision herein, Bidder participation in this process is voluntary and

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at Bidder's sole discretion. Bank also reserves the right at its sole discretion to select or reject any or all Bidder(s) in this process and will not be responsible for any direct or indirect costs incurred by the Bidders in this process

### 3.2 Detailed Project Scope

This RFP is being brought out for empanelment of vendor for the implementation of end-to-end management of Bank's enterprise wide loyalty program as per specifications listed in this RFP. The indicative scope of the project is listed below:

#### 3.2.1 Program Design

The Bidder should be capable of launching, implementing, maintaining and managing (sourcing merchant tie-ups carrying out accrual & redemption of loyalty points etc.) the loyalty program. The loyalty/ rewards program for the Bank to cover digital channels, various products & services offered by the Bank to its customers etc. for increasing the customer engagement & stickiness. The program should enable Bank to create strong brand association of the customers with the Bank.

#### 3.2.2 Reward Points Management

##### a. Point accrual and expiry rules:

The bidder should define basis and rules to award points, expire them at an appropriate time and revoke the expired points in exceptional situations.

##### b. Tier Structure:

- ☐ The bidder should be able to design a multi-level, user-definable customer tier engine with each tier designed for different card / product as specified by the bank from time to time.
- ☐ Such engine should permit automated movement between tiers upon passing different qualification criteria.
- ☐ Tier should be automatically corrected as and when the customer becomes due for renewal/downgrade/upgrade.
- ☐ Tiers designed for different products will have different reward points. *Eg: Reward points in case of NEFT/RTGS may be less than as compared to the Card based POS/ecommerce transaction.*

##### c. Point redemption rules:

Rules must be configured on the methodology for redemption of reward points (*indicative as, against products, services, cash back options etc.*) and for reversal or cancellation of reward points.

##### d. Threshold:

Quantity of Loyalty points should be such that first time redemption is sufficient to provide to varied taste of members. However, Bank shall ultimately confirm and finalize the reward redemption threshold, redemption value etc.

##### e. Linking Member Accounts:

The add-on-cards should be linked to the customer's account as per bank's specification such that the add-on-card's points can be redeemed by primary account holder only.

f. Personalized offers:

Attractive discounts as per analysed customer behaviour (amount/frequency of financial transaction etc.), special festival offers etc. to be facilitated by the bidder.

g. Flexibility

Transfer of points from one account to other considering the value of the account should be made feasible. However, the modalities shall be finalized in discussion with the empanelled vendor.

h. Wish list

Bidder should have the capability to provide a wish list cart where customers can add a certain product/reward etc., that he/she wishes to redeem in future on achieving a certain threshold of points. The same should help in engaging the customer with the rewards program.

### 3.2.3 Innovative solution

Bidder should have the capability to design and structure innovative and engaging rewards program for the Bank customer, which upon final approval from the concerned Bank team, may be rolled out for customers.

### 3.2.4 Technology Platform: Loyalty Engine

a. Processing capacity:

Bidder should be able to process the transaction volume of the Bank and any incremental rise in the transactions volume in the future. The actual volume on the digital channels during the past years and growth projections are as under:

(Volume in Lacs)

Parameters	FY	FY	Tentative Y-O-Y growth projection		
	2016-17	2017-18	Year 1	Year 2	Year 3
Net Banking Transactions	238	387	30%	20%	20%
Mobile Banking Transactions	29	54	50%	40%	40%
UPI Transactions	1	187	60%	50%	50%
POS & E-com Transactions through Credit /Debit Cards	302	332	10%	10%	10%
ATM Transactions	1175	1276	10%	10%	10%

The aforesaid volumes are stated for the dominant digital channels, but Bank may at its discretion introduce any new channel or Bank product, as mentioned in this RFP. The Bidder should be able to handle the incremental transaction volume.

b. Algorithms:

The engine should be able to apply different rules and logics and do various calculations on following instances:

- ☐ For providing customized offers to customers as and when offered by the bank.
- ☐ For reversal of loyalty points in case of cancellation of a transaction
- ☐ Adjustment of reward points on upgrading/downgrading of a customer account.
- ☐ Manual uploading of loyalty points for non-transaction related reward points

c. Intelligence: The engine should be able to produce easily readable, modifiable and sharable models as and when fed with algorithms.

d. Bidder should provide reward points for transactions on all channels (debit card, internet banking, mobile banking, Banking products/ services etc. as specified by bank.) and these should be further redeemed from different portal access for customer such as mobile, internet etc. either by way of cash back, product/ services etc., towards reward redemption.

e. Customers shall be provided with a website/mobile application to check the status of reward points. The customers should be provided facility for access to such website & mobile application, which is to designed by being aligned to that of Bank's brand, with the ability to manage traffic smoothly and shall be available in bilingual languages i.e. English and Hindi. Bidder to build, deploys, manage features such as login, logout, loyalty data view, forget password, history, etc. for customer convenience & access.

f. The bidder to create and maintain an interactive secure (with SSL Layer) online website for loyalty rewards program.

g. The Bidder should have system & process which are compliant to data security standard.

h. Earn/Burn Rules: Rules must be specifically created for earning (e.g. for different category of stores) and burning points e.g. on FIFO basis.

i. The Bidder platform should be capable of receiving data from various source system of the Bank for various products or services, thereafter the system should be able to evaluate and award rewards point as per matrix / tier approved by the Bank upon from time to time.

### 3.2.5 Customer Management:

- a. Customer accounts to have a status which may change over the lifetime of the account as active, passive, cancelled etc.
- b. While enrolment of a customer to the loyalty program all profile details like name, number, address, preferences, work profile/hierarchy etc. must be correctly and securely maintained. The aforesaid data collected from the customer shall only be explicitly used as per Bank requirement and any disclosure of such information to third party may constitute violation of customer data confidentiality. The successful Bidder will be required to execute a Non-Disclosure agreement with the Bank.
- c. Bidders system should have the capability to integrate with Bank's database to get customer related data to onboard the customers.
- d. The loyalty reward scheme should be barred in case of hot/ blocked card, dormant accounts, blocked channel etc. and the rewards points ceases to exist when the account is closed.

### **3.2.6 Call centre Management:**

A call centre be set up and maintained by bidder at its own cost to manage grievances of customers under Bank's Loyalty Program. Bidders shall provide information to Bank, with respect to the Call centre management viz., customer call volume, grievance type etc. as when requested by the Bank.

### **3.2.7 Redemption:**

#### **a. Rewards Catalogue:**

Bidder will design a rich and user friendly reward catalogue in consultation and approval from the Bank, to provide sufficient redemption options to customers of different behaviours, spends and personality.

#### **b. Redemption Fulfilment:**

- ☐ Attractive redemption options with ensured quality/brand of products and services be offered such as Gift voucher, merchandise, real time movie/Air/Bus ticket, Mobile/DTH recharge etc.
- ☐ Customers should experience wide range of gifts/instant discounts at merchant outlets/cash back options catering to all spectrum of spends portraying desires and ambitions of members with varied behavioral characteristics.
- ☐ Bidders to manage entire redemption process from sourcing to efficient & effective shipping of goods at customer's address with customers being provided with tracking number to track the shipment online with provision of SMS alerts for the same.
- ☐ To maintain an end to end delivery with a stated TAT of delivery and replacement both.
- ☐ The bidder should have the capability to run campaign for user enrolment and engagement in the loyalty program.

### **3.2.8 Partner Network Management:**

- a. Set Up Partners: Bidder to create a network of merchants and partners over different segments where Bank's customer can enjoy special discounts & privileges.
- b. Reports be provided as per category/partner/store level

### **3.2.9 Reporting and analytics:**

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

- ☐ Monthly report on customer's profile/accrual data in cardholder's account.
- ☐ Monthly report on number of redemption requests/serviced
- ☐ Monthly statement of lapsed points
- ☐ Monthly report on nature of redemption
- ☐ Program Analytics etc.
- ☐ Quarterly report on number of redemption requests received but not redeemed
- ☐ Any other report requested by bank from time to time.

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### 3.2.10 Marketing, Creative Development and campaign Management

- Designing of marketing campaigns/ program for rewards program, posters, leaflets, catalogues etc. by bidder to help bank carry promotion for Loyalty Reward Program. The creative designed for the Bank shall be made available to the Bank for further usage on social media, printing etc.
- Campaigns should be designed on the basis of analytics/user behaviour jointly with the Bank. Proper performance tracking and reporting of the campaign be done on daily basis with composite post campaign reporting to the designated bank staff.
- Bidder to undertake Digital Marketing of the program by deploying regular e-mail and SMS communications to customers.
- Studying and providing information and reports on various trends and impact of campaigns/strategies implemented respectively.

### 3.2.11 Data Security System & Data backup

- Bidder is responsible for secure storage of the Bank data provided during the course of the engagement by the Bank. The bidder shall deploy Firewall with fully integrated Internet security and IP networking along with Intrusion Detection System, Virus protection, detection & maintenance of virus definitions etc.
- Bidder to maintain an efficient and effective back up of complete loyalty program. Adequate redundancy and back up (or DR site) to support uninterrupted services.
- Certification of compliance to PCI-DSS standards.
- The bidder shall implement best practices available in industry to ensure secure Data transfer between client and servers, Data communication and integration with third party applications using Service-oriented Architecture (SOA) and -  
SSL VPN for remote connectivity and management.
- Storage Capacity should be sufficient to effectively store the data about customer profile, transactions, history, campaign record, outcome of a certain activity/campaign etc till Ten years as per retention policy of the Bank..
- The bidder shall facilitate the Bank to migrate such data to Bank or new platform or vendor, upon completion of the tenure of the program/ termination of the arrangement, at no cost to the Bank.

### 3.2.12 Audit Trail

- Bidder to maintain and provide audit trail of points earned and redeemed by Bank's customer and maintain history of the redemption of such rewards point.
- The Bidder system shall be available for audit by Bank or its representative or by regulatory authority or any other statutory body, as required from time to time.

### 3.2.13 Interface/ Dashboard for Admin:

- The dashboard/ portal/ interface provided to the Bank team should be able to drill down to the customer level and provide details of customer profile, transaction bucketing, reward history etc. The customer level identification shall be basis upon common identifier between Bank and Bidder.
- Any other relevant details required by the Bank for effectively manage and monitor the program.

### 3.3 Eligibility Criteria

Bidders who qualify on each and all of the below mentioned criteria, would be qualified to submit the bid and will be evaluated as per details provided further in this document. Bidder should provide full details on each of the below requirements.

S.NO	Criteria	Proof to be submitted
1.	The Bidder should be a incorporated in India and should have been in operation for a period of at-least 5 years in India as on date of the RFP.	Certified copy of Certificate Incorporation in case of a private limited company and Certificate Commencement of Business in case of a public limited company.
2.	The Bidder should have at least 3 years expertise and experience in Implementation and Management of Loyalty Program for at least 2 schedule commercial Banks ( excluding RRBs, all type of coopertaiive Banks , SFB and Payments Banks ) operating in India or multinational Banks.	The Bidder should submit a letter issued by the respective Banks stating that solution has been implemented and running successfully.
3.	All infrastructures including hardware pertaining to Bank's loyalty program are to be housed in India.	Copy of documentary proof to be submitted
4.	Bidder should be (i) PCI-DSS Certified OR (ii) PCI-DSS Complaint & secure certification within 3 months from the date of acceptance of purchase order for this RFP.	Copy of PCI-DSS Certificate/compliance document with certification roadmap to be submitted. In case of PCI-DSS Compliant ,bidder to submit Attestation Of Compliance Certificate.
5.	The Bidder should have both primary Data Center and DR center with full back up arrangement and the Data Center should be ISO 27001 certified. Both DC and DR centre should be in different seismic zones.	Copy of certificates to the effect should be submitted.
6.	The Bidder should have a stable and Scalable loyalty technology platform of its own (not licensed) with access to source code, so that any changes required by the Bank may be carried out expressly.	Declaration to this effect has to be submitted by the Bidder.
7.	The Bidder should have provided a dedicated interactive secure online website with SSL/ TLS for a loyalty rewards program for at-least 2 schedule commercial Banks ( excluding RRBs, all type of coopertaiive Banks , SFB and Payments Banks ) operating in India or multinational Banks	The Bidder should submit the documentary evidence of the same as part of its Bid.

8.	The Bidder should have the infrastructure for providing 24x7 support and attending timely to the customer grievances about the loyalty program.	A declaration to this effect has to be submitted by the Bidder.
9.	The Bidder should have a turnover of INR 5 Crores or more per year during previous 3 financial years.	Copies of audited financial statements for the previous 3 years to be submitted.
10.	Bidder should be in net profit in any 2 financial during the last 3 financial years i.e 2015-16,2016-17 & 2017-18	Copies of audited financial statements for the previous 3 years to be submitted.
11.	The Bidder should have the capability of Providing accelerated point accruals on transactions at Partner Merchant outlets with an existing network of at least 500 Merchant Outlets.	Proof to this effect has to be submitted by the Bidder.
12.	The Bidder should not have been blacklisted by any Govt. / Govt. Agency /Bank(s) / Financial Institutions in India or overseas in the last three years.	The Bidder has to submit self- Certification on its letter head.
13.	The Bidder should have the capability of processing around 2.0 crore transactions per month towards posting loyalty points at the time of the submission of RFP and should be able to ramp up the capacity further in the future as per bank's requirement.	Proof to this effect has to be submitted by the Bidder.

- ☐ Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily.
- ☐ Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. Oriental Bank of Commerce reserves the right to verify /evaluate the claims made by the bidder independently or by virtue of a third party. Any decision of Central Bank of India in this regard shall be final, conclusive and binding upon the bidders.
- ☐ Public sector / scheduled commercial banks refer to Public sector / scheduled commercial Banks in India only.

Once the bidders qualify the eligibility criteria, they will be eligible for the Technical Bid Evaluation. Offers received from the bidders who do not fulfil all or any of the above eligibility criteria are liable to be rejected.

### **3.4 Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

### **B. The Bidding Documents**

#### **3.5 Content of Bidding Documents**

The products required, Bidding procedures, and contract terms are prescribed in the Bidding Documents. The Bidding Documents include:



- (a) PART 1 - Invitation to Bid (ITB)
- (b) PART 2 - Disclaimer
- (c) PART 3 - Instruction for Bidders (IFB)
- (d) PART 4 - Terms and Conditions of Contract (TCC)
- (e) PART 5 - Technical & Functional Specifications (TFS)
- (f) PART 6 - Bid Forms, Price Schedules and other forms (BF)
- (g) PART 7 - Schedule of Dates, Amount, etc. (SDA)

The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

### **3.6 Amendment of Bidding Documents**

At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.

Notification of amendments will be put up on the Bank's Website and will be binding on all Bidders.

In order to allow prospective Bidders reasonable time, in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids at Bank's discretion.

## **C. PREPARATION OF BIDS**

### **3.7 Language of Bid**

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank, and supporting documents and printed literature shall be written in English.

### **3.8 Documents Comprising the Bid**

Documents comprising the **Technical Bid Envelope**, should be submitted **duly indexed and numbered**, comprising of -

- a) Bid Form as per Format 6.1.1 completed in accordance with the clauses in the Bid and duly signed by the Bidder.
- b) Documentary evidence establishing that the Bidder is eligible to Bid, as per format 6.10 and is qualified to perform the contract as per Clause 3.14 of the Bidding Document if its Bid is accepted.
- c) Documentary evidence establishing that the products, systems and ancillary services to be supplied by the Bidder are eligible products and services and conform to Part 5 of the Bidding Document.
- d) A full description of the Technical solution, which must provide an acceptable solution to the business requirements, described in Part 5: Technical & Functional Specifications. Any Technical Bid containing any price information will be rejected.
- e) Bid security for **Rs. 5,00,000/- (Rupees Fifty Lakhs only)** furnished as specified in Clause 3.16 herein.
- f) Details of Projects Referral Letters
- g) A complete Bill of Material as per Format 6.3.
- h) A Non-disclosure Agreement as per Format 6.2.



- i) Manufacturers' / Producers' Authorization form for undertaking support services as per Format 6.8 (where applicable).
- j) Service Support Details Form, as per Format 6.6
- k) Additionally a **Masked price bid should be kept with the Technical bid** i.e. Price of schedule as per format 6.3, listing the components as listed in the Masked Price Schedule **without indicating the price** in another separate closed / sealed cover. **Please note that no price should be mentioned in this format. If technical bid is found to contain commercial details, the bid will be summarily rejected.**
- l) Additionally, the bid document should also contain indexed table of supporting documentary evidences, along with relevant clause of the bid document under which the same is being submitted and its description.

M) **Integrity Pact-** Each Participating bidder/s shall submit Integrity Pact as per attached Format 6.14 with duly stamped of Rs 500. Integrity pact should submit by all participating bidder at the time of submission of Bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time scheduled prescribed by Bank may be relevant ground of disqualification to participating in Bid process.

**Note** While submitting the Technical Bid, literature on the software/hardware if any, should be segregated and kept together in one section/lot. The other papers like Bid Security, forms as mentioned above, etc. should form the main section and should be submitted in one lot, separate from the section containing literature and annual accounts.

3.9.2 Documents comprising **Price Bid Envelope**, should be :

The indicative Financial Bid as per Format 6.3 as furnished in the Bidding Documents duly signed by the Bidder and completed.

### 3.9 Bid Form

The Bidder shall complete both the Envelopes of the Bid Form furnished in the Bidding Document separately, indicating the products to be supplied, a brief description of the products, their country of origin, quantity and prices and submit them simultaneously to the Bank. Bids are liable to be rejected if only one (i.e. Technical Bid or Price Bid) is received.

### 3.10 Bid Prices

Financial Bid Prices should be quoted inclusive of import duties and excise duties, if any. Price shall be exclusive of applicable taxes like VAT,CST, GST, local taxes, if any, which will be borne by the Bank. The vendor will be entirely responsible for licence fee, road permits, NMMC cess ,LBT, Octroi etc. in connection with the delivery of products at site advised by the Bank including incidental services. Prices payable to the Vendor shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in import duties and excise, levies, charges, etc. as stated above.

**The Financial bid submitted will be only the indicative price and bidders whose bids will be opened will have to participate in the Reverse Auction to arrive at the successful (L1) bidder. After the successful Reverse Auction, the bidder who emerged as the L1 bidder will submit the revised commercial offer in line with the lowest bids submitted during Reverse Auction.**

**In case only single bid will received by last of submission by Bank or single bidder will found eligible in the technical evaluation, Bank may open the commercial of the single bid as per**

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**the discretion of Bank and negotiate the commercials with the bidder in order to finalize. Reverse Auction will not happen in case of single Bid submission.**

The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, exchange rate, etc. from the date of bidding to the date of invoice and payment if any 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.

Bank reserves the right to further negotiate the prices with the L1 vendors post Reverse Auction.

Bank also reserves the right to re-negotiate the prices in the event of change in the international /domestic market prices of both the hardware and software.

### **3.11 Bid Currencies**

3.12.1 Bids should be quoted in Indian Rupees only. However if bids are quoted in any other currency, fixed conversion rate should be mentioned in Price Bid.

### **3.12 Documents Establishing Bidder's Eligibility and Qualifications**

3.12.1 The Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the Contract, if its Bid is accepted.

3.12.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Bank's satisfaction:

c) that the Bidder has the technical and production capability necessary to perform the Contract as per format 6.5 (Organization Profile) and 6.10 (conformity of eligibility criteria).

d) that adequate, specialized hardware and related software expertise are already available, to ensure that the support services are responsive, and the Bidder will assume total responsibility for the fault-free operation of the terminal and maintenance during the warranty period and provide necessary maintenance services after end of warranty period, for a period mentioned in Clause 7.7.

### **3.13 Documents Establishing Eligibility of Products and Conformity to Bidding Documents**

3.13.1 The Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding Documents of all products and/or System and/or services which the Bidder proposes to supply under the Contract.

3.13.2 The documentary evidence of the eligibility of the products and/or System and/or services shall consist of a statement (attached to the Price Schedule) of the country of origin of the products and/or System and/or services offered, which shall be confirmed by a certificate of origin issued at the time of shipment.

3.13.3 The documentary evidence of conformity of the products and/or System and/or services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

a) a detailed description of the essential technical and performance characteristics of the proposed terminals;

b) an item-by-item commentary on the Technical & Functional Specifications given in the Bid, demonstrating substantial responsiveness of the products and/or System and/or services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical & Functional Specifications; and

c) a confirmation that, if the Bidder offers systems and/or other software produced by another company, such software operates efficiently on the system proposed by the Bidder; and the Bidder is willing to accept responsibility for its successful operation.

### 3.14 Bid Security

3.14.1 The Bidder shall furnish, as part of its Bid, a Bid security in Clause 3.9.1 (e).

3.14.2 The Bid security is required to protect the Bank against the risk of Bidder's conduct, which would warrant the security's forfeiture.

3.14.3 The Bid security shall be denominated in Indian Rupees and shall be in one of the following forms:

a) a bank guarantee issued by a scheduled commercial Bank (other than Central Bank of India), acceptable to the Bank, in the form as per format 6.4 provided in the Bid, valid for Ninety (90) days beyond the validity of the Bid.

**OR**

b) a Banker's Cheque / Demand Draft, issued by a nationalized/any Schedule commercial Bank / public sector bank in India, drawn in favour of Central Bank of India and valid for three months.

3.14.4 Any Bid, not secured as above, will be rejected by the Bank, as non-responsive.

3.14.5 Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than sixty (60) days after the expiration of the period of Bid validity prescribed by the Bank.

3.14.6 The successful Bidder's Bid security will be discharged upon the Bidder signing the Contract and furnishing the performance bank guarantee as per format 6.7

3.14.7 The Bid security may be forfeited:

a) if a Bidder withdraws its Bid during the period of Bid validity as specified in clause 3.16.1; or

b) if a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of Contract; or

c) in the case of a successful Bidder, if the Bidder fails;

(i) to sign the Contract;

**or**

(ii) to furnish Performance Security, as mentioned in Clause 3.33 herein.

### 3.15 Period of Validity of Bids

3.15.1 Bids shall remain valid for a period of 180 days.

3.15.2 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. The Bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security.

### 3.16 Format and Signing of Bid

3.16.1 Each Bid should be in two parts –

**Part I** covering the **Technical and Masked Price Bid** (i.e. BOM without any price) and Qualification aspects hereinafter referred to as "**Technical Bid**".

**Part II** covering only the Indicative price schedules hereinafter referred to as the "**Price Bid**".

The two parts should be in two separate covers each super-scribed with the name of the Project mentioned in the Invitation to Bid, Bid No., as well as "Technical Bid" and "Price Bid" as the case may be, as detailed below. The superscription should also cover details regarding the project etc., as required vide clause 3.18 below.

3.16.2 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. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

3.16.3 Any inter-lineations, erasures or overwriting shall be valid **only** if they are initialled by the person signing the Bids. The bank reserves the right to reject bids not confirming to above.

#### **D. Submission of Bids**

##### **3.17 Sealing and Marking of Bids**

3.17.1 The Bidders shall seal the envelopes containing “Technical Bid” and “Price Bid” separately and the two envelopes shall be **enclosed and sealed in an outer envelope**. The bidder should submit the soft copy of the Technical bid document in the form of CD, in the sealed envelope containing “Technical Bid”.

3.17.2 The inner and outer envelopes shall be addressed to the Bank at the address given; And bear the Project Name - “RFP Engagement of Vendor for End to End Management of Loyalty Program”, RFP ref no **CO: TXN-BKG:2018-19:3 dt. 27.08.2018** and all envelopes should indicate on the cover the name and address of the Bidder.

d) The inner cover containing “Technical Bid’ should bear the Project Name - RFP Engagement of Vendor for End to End Management of Loyalty Program”, RFP ref no **CO: TXN-BKG:2018-19:3 dt. 27.08.2018- Technical Bid**.

e) The inner cover containing “Price Bid’ should bear the Project Name - “RFP Engagement of Vendor for End to End Management of Loyalty Program”, RFP ref no **CO: TXN-BKG:2018-19:3 dt. 27.08.2018 - Price Bid**.

3.17.3 If the outer envelope is not sealed and marked, the Bank will assume no responsibility for the Bid’s misplacement or premature opening.

##### **3.18 Deadline for Submission of Bids**

3.18.1 Bids must be received by the Bank at the address specified, no later than the date & time specified in the Invitation to Bid.

3.18.2 The Bank may, at its discretion, extend this deadline for the submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

##### **3.19 Late Bids**

3.19.1 Any Bid received by the Bank after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

##### **3.20 Modification and Withdrawal of Bids**

3.20.1 The Bidder may modify or withdraw its Bid after the Bid’s 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.

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3.20.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by fax, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of Bids.

3.20.3 No Bid may be modified after the deadline for submission of Bids.

3.20.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids 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 Bidder's forfeiture of its Bid security.

## **E. Opening and Evaluation of Bids**

### **3.21 Opening of Bids by the Bank**

3.21.1 The Bidders' names, Bid modifications or withdrawals and the presence or absence of requisite Bid Security and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the Bid opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

3.21.2 Bids (and modifications sent), that are not opened at Bid Opening, shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

### **3.22 Clarification of Bids**

3.22.1 During evaluation of the Bids, the Bank may, at its discretion, ask the Bidder for clarifications of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted.

### **3.23 Preliminary Examination**

3.23.1 The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.

3.23.2 The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation. As to what constitute a material deviation, the decision of the Bank will be final and binding on the bidders.

3.23.3 Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security, Applicable Law, Performance Security, Qualification Criteria, Insurance, Warranty, AMC and Force Majeure will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Bank reserves the right to evaluate the bids on technical and functional parameters including possible visit to inspect live site/s of the Vendor and witness demos of the system and verify functionalities, response times, etc.

3.23.4 If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity. The technical evaluation will take into account the capability of the bidder to implement the proposed solution.

3.23.5 Only those bidders, whose Technical bids have been found substantially responsive, would be intimated by the Bank about their responsiveness and about the revised / updated Technical and



Functional Specifications (if any), arising out of normalization (if any). In case of normalization and/or revision, they would also be advised to submit fresh “Price Bid” which should either be equal to or less than the Prices quoted in the Original Price Bid. The Original and revised price bids as above would then be opened in the presence of the bidders’ representatives on a specified date and time to be intimated to the respective bidders. The lower of the two prices quoted by the bidders shall only be reckoned for the purpose of price evaluation.

### **3.24 Evaluation of Bids**

3.24.1 Bill of Materials (Masked Price schedule) submitted along with Technical Bid will be first evaluated and if the bank, during the evaluation, deems it fit, may request bidder to revise the bill of materials submitted at the same price originally quoted in the pricing schedule. If the bidder does not agree to revise the same within 5 days from the date of notification to revise, the price bid submitted will be considered non-responsive and accordingly rejected.

3.24.2 The Bank may use the services of external consultants for bid evaluation.

3.20.3 The Bank reserves the right to evaluate the bids on technical & functional parameters including visit to inspect live site/s of the bidder, interact with the banks whose reference letters are submitted.

3.24.4 Only those bids which are found to be technically responsive will be informed of the date / time / venue of opening of price bids.

3.24.5 After opening of price bids and declaring the prices, the Bank will evaluate and compare the Price Bids.

3.24.6 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Successful Bidder does not accept the correction of the errors, its Bid will be rejected, and its Bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

#### **3.24.7 Evaluation Criteria**

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution that appropriately meets the business requirements of the bank. The bid would be first evaluated on technical soundness and then on the financials. The system Integrator/ bidder needs to cover the entire functional requirement as given in the RFP.

All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank.

#### **3.24.8 Technical Evaluation**

3.24.8.1 The Bank reserves the right to evaluate the bids on technical & functional parameters including visit to inspect live site/s of the bidder, interact with the banks whose reference letters are submitted.

3.24.8.2 Bidders who fulfil all qualifications mentioned in Part 3 of Eligibility Criteria of RFP will be the pre-qualified / technically qualified vendors and the price bid for this pre-qualified bidder will only be opened.

3.24.8.3 Bank reserves the right to waive any of the Technical and Functional specification during technical evaluation if in the Bank's Opinion it is found to be minor/deviation or acceptable deviation.

3.24.8.4 During evaluation of the Bids, the Bank, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered or permitted.

3.24.8.5 The Technical Proposal of only those bidders who qualify in conformity to Eligibility Criteria, will be opened by the Bank and shall be evaluated on the basis of Technical and Functional Specification of the RFP in Part -5. Bidders who succeed to score at least 75% marks shall qualify in Technical Evaluation.

Under technical bid evaluation, scoring will be based on technical compliance matrix as given below:

S.No.	Technical Evaluation	Max Score
1.	Score of bidder's response to Technical Requirements on the basis of Annexure-10	100
Total Score		100

Bidders who succeed to score at least 75% marks shall qualify in Technical Evaluation.

3.24.8.6 The Commercial Bid of only those bidders who qualify in Part A – Technical Proposal will be reckoned for opening commercial bid. Format for submission of Commercial Bid is placed at Format 6.3

3.24.8.7 The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. Bank's decision with regard to minor non-conformity shall be final and the Waiver shall be binding on all the bidders. Bank reserves the right for such waivers.

3.24.8.8 Minor Non-Conformity/ Minor Irregularity imply that they do not affect this RFP materially.

3.24.8.9 The Bank will evaluate the bid submitted by the bidders under this RFP. The Technical Proposal submitted by the bidder will be evaluated based on technical specifications and the documents stipulated in Technical Proposal. The Commercial Bid of only those bidders who qualify in Technical Proposal will be reckoned for evaluation purpose.

3.24.8.10 The Bid will be evaluated by a Committee of officers of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.

### 3.24.9 Opening of Price Bids

3.24.9.1 Price bids submitted by only those Bidders who are eligible in terms of the Eligibility Criteria and whose bids are evaluated by the Bank as Technically responsive to the Technical specifications will be opened.

3.24.9.2 The Bidders shortlisted / evaluated for opening of the Price Bids will be informed of the date / time / Venue of opening of price bids.

3.24.9.3 The Price Bids will be opened in presence of the representative of the eligible bidders.

3.24.9.4 After opening of price bids the prices will be declared to the bid opening committee and representative of bidders present.

3.24.9.5 The Bank will evaluate the Price Bids with respect to any deviations with respect to the conditions. The Arithmetical errors will be rectified on the following basis:-

3.24.9.5.1 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Successful Bidder does not accept the correction of the errors, its Bid will be rejected, and its Bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

#### **3.24.10 Bidders Presentation /Site Visits / Service Demonstration/POC**

3.24.10.1 The Bidders who are qualified in eligibility evaluation have to give Presentation/interactions before panel of representatives of Bank on the methodology/ approach, time frame for various activities, strengths of the Bidders in carrying out the tasks as per the scope of the RFP detailed under para 3 of the RFP. The technical competence and capability of the Bidder should be clearly reflected in the presentation. If any short listed Bidder fails to make such presentation, the Bidder will be eliminated from the evaluation process.

3.25.10.1 3.24.10.2 At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

3.25.10.2 3.24.10.3 Setting of evaluation criteria for service demonstrations shall be entirely at the discretion of the Bank. The decision of Bank in this regard shall be final and in this regard, no correspondence shall be entertained.

### 3.24.11 Project Timelines

The timelines of implementation of the project shall be submitted along with the tender submission in the following format.

S. No.	Activity	Weeks Required for the activity	Project duration (weeks)	Max. Time period for completion
1	Completion of implementation of solution.	4 weeks	6	4 weeks of issuing the letter of intent/PO to successful bidder
3.	UAT and Go Live	2 Weeks	6	2 Weeks from Completion of development.

### 3.25.11 3.24.12 Period of Contract

The period of contract shall initially be for 3(three) years which may be renewed for further period, but shall not exceed to 3 (three) years with mutual agreement based on the satisfactory performance of the bidder. Decision for renewal shall be at the sole discretion of the Bank.

However, there shall be annual review of the performance of the vendor by the Bank as per its satisfaction and bank may at any time discontinue the contract and the vendor(s) shall have no recourse in the matter.

### 3.25 Contacting the Bank

3.25.1 No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time the Contract is awarded.

3.25.2 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.

### F. Award of Contract

#### 3.26 Post-qualification

3.26.1 The Price bids of all the bidders, after their evaluation on the technical and functional specification (*mentioned in part 5 of this document*) if found to be technically responsive shall be opened and would be arranged in descending order.

3.26.2 The successful bidders are required to participate in the Reverse Auction. The contract shall be awarded to the lowest (L1) bidder in the Reverse Auction.

Bank reserves the right to negotiate with the L1 bidder before the award of contract.

#### 3.27 Award Criteria

3.27.1 The Bank will award the Contract to the successful Bidder L1 Bidder, who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be substantially responsive.

### 3.28 Bank's Right to Accept Any Bid and to Reject Any or All Bids

3.28.1 The Bank reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby 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.

### 3.29 Notification of Award

3.29.1 Prior to expiration of the period of Bid validity, the Bank will notify the successful Bidder in writing or by fax, that its Bid has been accepted.

3.29.2 The notification of award will constitute the formation of the Contract.

3.29.3 Upon successful Bidder's furnishing of Performance Security, the Bank will promptly notify each unsuccessful Bidder and will discharge its Bid security.

### 3.30 Signing of Contract

3.30.1 At the same time as the Bank notifies the successful Bidder that its Bid has been accepted, the Bank will send the Bidder the Contract Form as per format 6.5, incorporating all agreements between the parties.

3.30.2 Within the period prescribed in clause 7.4, from the date of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Bank.

3.31 Others - Further, the successful bidder shall ensure that:

- Data is available in a format suitable for the purpose for which it is required and is available to authorized individuals (including RBI inspectors and internal/external auditors).
- Back up arrangements are in place for all records held in electronic form or any other records. Periodical testing is undertaken for recovery/verification/retrieval of data as and when required and that business continuity and disaster recovery systems are in place as per the Bank's Information security policy.
- Given the nature, scale and complexity of the business, Central Bank of India should receive information at the prescribed intervals i.e. daily, weekly, monthly, quarterly, half yearly, yearly as required by the Bank.
- Given the nature, scale and complexity of the business, the record keeping procedure of bidder to ensure that information/MIS captured in relation to the operation and management of End-to-End services follows all relevant applicable laws and rules & regulations.
- The successful bidder to comply with the following practices for retaining records/computer data base/Data including electronic records:
  - a. Complying with all statutory and regulatory requirements.
  - b. Storing and preserving records/computer data base/data in appropriate optical media or equivalent media along with back up storage as per retention policy of the Bank.



- c. Ensuring that the media chosen does not conflict with the accessibility required of the relevant records and that the physical conditions under which the records/computer data base/data will be stored are conducive of its preservation till the proposed period of retention.
  - d. Maintaining all original records in India.
  - e. No records/computer data base/data to be erased, deleted, purged, modified and/or destroyed by the successful bidder/s.
  - f. Handing over of all records/computer data base/data, including back-ups to Central Bank of India as and when demanded.
- Any future addition/ up gradation of Hardware and software on account of directives /mandates of Regulatory authority/ Card Associations /other bodies have to be complied with in set time frame at no cost to the Bank.

If Service Provider and any of its sub-contractors(in case permitted by Bank) are not maintaining any computer resources outside India in any off shore locations. Nevertheless, Service Provider and its sub-contractors undertake that during the currency of this agreement they shall ensure that the regulatory authority of the offshore location does not have access to the information or data relating to Central Bank of India's operations on the ground that the processing of such information or data is being undertaken there. Off-shore shall mean any territory other than India. Notwithstanding any thing contained elsewhere under this RFP, concerned service provider including its sub-contractor shall indemnify to bank any loss damage or cost /compensation arising out the breach of the data associated with citizen of any country and the same has penal obligation under that country/union or member country. The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising breach of data by service provider including its sub-contractor/s pertains to citizen or Non citizen being the customer of the Bank or thereafter, if the same has penal obligation with that country. Service provider shall indemnify to the bank regarding breach of the data associated with citizen of any country during the currency of customer with bank or thereafter if the same is punishable under that country.

- During the course of the Project/Agreement, Central Bank of India reserves the right after giving reasonable prior written notice (which notice shall include timescales and location) to Service to undertake a review and audit of all or any of the Deliverables or Services being provided by Service Provider during last two years under the Agreement and all records, operational controls and processes for the last two years relating thereto. Service Provider shall co-operate fully and shall provide any information or other facility reasonably required by Central Bank of India for the purpose of undertaking such review or audit as mentioned above. Where following such audit Central Bank of India establishes reasonable grounds in consultation with Service Provider that Service Provider has received Charges and/or other payments from Central Bank of India in excess of the payments to which it is entitled under this Agreement, Service Provider shall (without prejudice to Central Bank of India's rights arising under the Agreement or generally) forthwith pay to Central Bank of India its share of such excess receipts.
- The Bank may also consider giving incentive to bidder/s for procurement of new business linked to maintenance of quarterly average balance in Current/Saving Fund Account on negotiated agreed terms after finalization of contract.

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#### **PART 4: TERMS AND CONDITIONS OF CONTRACT (TCC)**

<b>Clause No.</b>	<b>Topic</b>	<b>Clause No.</b>	<b>Topic</b>
4.1	Definitions	4.23	Limitation of Liability
4.2	Country of Origin	4.24	Independent Contractor/Subcontractor
4.3	Standards	4.25	Publicity
4.4	Use of Contract Documents and Information	4.26	Confidentiality
4.5	Patent Rights	4.27	Exit option and contract Re-negotiation
4.6	Performance Security	4.28	Corrupt and fraudulent practice
4.7	Inspection & Quality Control Tests	4.29	Waiver
4.8	Penalty	4.30	Governing law and its compliance and jurisdiction
4.9	Payment	4.31	Addresses of notices
4.10	Prices	4.32	Taxes and duties
4.11	Contract Amendments	4.33	Service Provider's Integrity
4.12	Assignment	4.34	Service Provider's Obligation
4.13	Delay in Service Provider's Performance	4.35	Ownership and grants of Licenses, Patent Right's/Intellectual Property Rights
4.14	Liquidated Damages	4.36	Training
4.15	Termination for Default	4.37	Insurance
4.16	Force Majeure	4.38	Road Permit
4.17	Termination	4.39	Information Ownership
4.18	Order Cancellation	4.40	Privacy and security safeguards
4.19	Consequences of Termination	4.41	Bank's Right
4.20	Resolution of Disputes	4.42	Violation of Terms
4.21	Security Configuration, Audit/Review/Monitoring/Visitation	4.43	Survival and severability
4.22	Indemnity	4.44	Statutory and Regulatory Requirements

## PART 4: TERMS AND CONDITIONS OF CONTRACT (TCC)

### 4.1 Definitions

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

4.1.1 “Service Provider” is the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the highest evaluated Bid.

4.1.2 “The Contract” means the agreement entered into between the Bank and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

4.1.3 “The Contract Price” means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.

4.1.4 “TCC” means the Terms and Conditions of Contract contained in this section.

4.1.5 'System' means a Computer System consisting of all Software, etc., which should work together to provide the services as mentioned in the Bid and to satisfy the Technical and Functional Specifications mentioned in the Bid.

In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any Clause / Provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.

### 4.2 Country of Origin

Please refer clauses 3.10.1. & 3.14.2

### 4.3 Standards

4.3.1 The Products and/or System supplied under this Contract shall conform to the Industry standards and those mentioned in the Technical and Functional Specification (TFS), and, when no applicable standard is mentioned, to the authoritative standards appropriate to the country of origin of products. Such standards shall be the latest issued by the institution concerned.

### 4.4 Use of Contract Documents and Information

4.4.1 The Service Provider shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and, shall be extended for purposes of such performance.



4.4.2 The Service Provider shall not, without the Bank's prior written consent, make use of any document or information enumerated in this Bidding Document, except for purposes of performing the Contract.

4.4.3 Any document, other than the Contract itself, enumerated in this Bidding Document shall remain the property of the Bank and, shall be returned (in all copies) to the Bank on completion of the Service Provider's performance under the Contract, if so required by the Bank.

4.4.4 The Bidder shall sign a Non-disclosure Agreement as per Format 6.2.

#### 4.5 Patent Rights / Intellectual Property Rights

4.5.1 The **Service Provider** shall indemnify the Bank against all third-party claims of infringement of patent, trademark, intellectual property, copyrights or industrial design rights arising from use of the Products or any part thereof.

#### Performance Security

4.6.1 The successful bidder should submit a Security Deposit / Performance Guarantee acceptable to the bank for Rs.50.00 lacs (Rupees Fifty lacs only) within 15 days from the date of acceptance of the Purchase Order.

4.6.2 If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at Rs.10000/- for each completed calendar week of delay or part thereof will be deducted from the payment or from any other payments for the delay in submission of Security Deposit/ Bank Guarantee. The total penalty under this clause shall be restricted to maximum of Rs.50000/.

4.6.3 Performance Bank Guarantee (PBG) obtained from any of the Scheduled Commercial Banks (Other than Central Bank of India) submitted or security deposit made should be valid for a period of 60 months, from the date of acceptance of order and shall be retained till the completion of contract period. The guarantee should also contain a claim period of three month or as per contract act whichever is maximum from the last date of validity. However it should be as per the bank's format.(**Format 7**)

4.6.4 The PBG shall be effective and if required to be extended during the currency / extended time of the contract period.

4.6.5 The selected bidder shall be liable for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of non completion of the project.

4.6.6 The security deposit / bank guarantee will be returned to the bidder within six months after completion of the contract period/extended period of the contract with the consent of both the parties, whichever is later. Bidder shall not demand of any marginal money, if bank guarantee/security deposit not returned as per time stipulated therein or thereafter. It shall be duty of the bidder to collect security deposit / bank guarantee as per RFP requirement

4.6.7 The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed as per time scheduled and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The assessment of performance will be the sole discretions of the bank. The Bank shall be notifying the selected bidder in writing before invoking the Bank guarantee.

#### 4.7 Inspection and Quality Control Tests

4.7.1 The Bank reserves the right to carry out inspection by a team of Bank Officials, of any of the existing live installations of the Service Provider referred to in the Technical Bid, or demand a demonstration of the solution proposed on a representative model in the bidder's office.

4.7.3 Nothing stated hereinabove shall in any way release the Service Provider from any warranty or other obligations under this Contract.

#### 4.8. Penalty

##### 4.8.1 Penalties due to Delay in Launch

In view of the risk to Bank's reputation, the vendors will be liable for following penalties:

- A. For any delay in launch of Bank's Loyalty Program by the stipulated date, a penalty @ ₹10000/- per day will be charged.
- B. If the vendor fails in providing the services as per the terms and requirements specified in this RFP, the Bank will charge liquidated damages equivalent to the points accrued (in Rupee terms) from the date of commencement to the date such penalty is levied.

##### 4.8.2 Penalty for Non-performance:

Failure to achieve the required benchmarks will attract a penalty of 2% of the billing amount for that year, per percentage shortfall of the applicable benchmark as explained below:

Penalty for non achievement of Minimum redemption benchmarks:

Timeline	Minimum Redemption Benchmark
At the end of 1st year	10.00 %
At the end of 2nd year	15.00 %
3 <sup>rd</sup> Year onwards	20.00%

##### 4.8.3 Recovery of Penalty

Amount of penalty will be recovered from vendor, on demand from Bank. The vendor undertakes to pay the penalty amount as prescribed by the Bank. Bank reserves the right to deduct the penalty amount from the monthly payout or invoke the Bank Guarantee for recovering the penalty amount in case of any shortfall.

#### 4.9. Payment

4.9.1 Payment terms shall be on monthly basis, based on invoices provided by the bidders to the Bank.

4.9.2 The payment shall be made after submission of the monthly invoice along with required MIS, after 30 days from the date of receipt of invoice, if invoices are found in order.

4.9.3 The Bidder must accept the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.



- 4.9.4 The payments will be released only through NEFT / RGTS and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.
- 4.9.5 Undisputed payment will be made by the Bank within stipulated time, whereas disputed payment will be made after settlement of dispute as per satisfaction of the Bank. Service provider shall provide continue services as per satisfaction of the bank unless and until dispute resolve in due course.

#### **4.10 Prices**

4.10.1 The Price quoted shall be inclusive of import duties and excise duties, if any. Price shall be exclusive of applicable taxes like, GST, local taxes, if any, which will be borne by the Bank. The Vendor has to inform the rate of applicable taxes separately.

4.10.2 No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract.

4.9.6 4.10.3 From the date of placing the order till the delivery of the product/solution /certification, if any changes are brought in the duties such as excise/customs etc., by the Government resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank.

4.9.7 4.10.4 Applicable Taxes will be paid at actual to the maximum of taxes indicated in the Commercial Bid. If there is any delay in delivery of the solution ordered on account of the Bidder, then any increase in tax rate has to be borne by the bidder. However if any decrease in the tax rates, then the taxes at actual will be paid.

4.9.8 4.10.5 Prices payable to the Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.

#### **4.11 Contract Amendments**

4.11.1 No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

#### **4.12 Assignment**

4.12.1 Bank may assign the Project and the solution or services provided therein by Service Provider in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. The Bank shall have the right to assign such portion of the facilities management services to any of the sub-contractors, at its sole option, upon the occurrence of the following: (i) Service Provider refuses to perform; (ii) Service Provider is unable to perform; (iii) termination of the contract with Service Provider for any reason whatsoever; (iv) expiry of the contract.

Such right shall be without prejudice to the rights and remedies, which the Bank may have against Service Provider . Service Provider shall ensure that the said subcontractors shall agree to provide such services to the Bank at no less favourable terms than that provided by Service Provider and shall include appropriate wordings to this effect in the agreement entered into by Service Provider with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of Service Provider to perform or termination/expiry of the contract.

#### 4.13 Delays in the Performance

4.13.1 If at any time during performance of the Contract, the **Service Provider** should encounter conditions impeding timely implementation, the **Service Provider** 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 the **Service Provider's** notice, the Bank shall evaluate the situation and may, at its discretion, extend the **Service Provider's** time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

#### 4.14 Liquidated Damages

4.14.1 The Bank will consider the inability of the Service Provider to implement the solution within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Service Provider. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, warranty, maintenance etc.) by the Service Provider. Installation will be treated as incomplete in one/all of the following situations:

Non-delivery of any component or other services mentioned in the order Non-delivery of supporting documentation

Delivery/Availability, but no installation of the components and/or software No Integration.

System operational but unsatisfactory to the Bank

If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, Charge, liquidated damages, equivalent to the points accrued (in Rupee terms) from the date of commencement to the date such penalty is levied. Bank shall invoke the performance guarantee in case the Service Provider fails to discharge their contractual obligations during the period of contract or Bank incurs any loss due to Vendor's negligence in carrying out the project implementation or services as per the agreed terms & conditions and Bank may consider termination of the contract, or any other rights as deem fit. Vendor shall have to submit fresh Performance Bank Guarantee of the same amount as submitted earlier in case PBG is invoked by the Bank, if the PBG is demanded by the Bank .

#### 4.15 Termination for Default

4.15.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the **Service Provider**, may terminate the Contract in whole or in part:

(a) if the **Service Provider** fails to supply and install terminals within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;

**or**

(b) if the **Service Provider** fails to perform any other obligation(s) under the Contract.

4.15.2 In the event the Bank terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the **Service Provider** shall be liable to the Bank for any excess costs for such similar Products or Services. However, the **Service Provider** shall continue performance of the Contract to the extent not terminated.

#### 4.16 Force Majeure

4.16.1 Notwithstanding the provisions of TCC, the **Service Provider** shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that the delay in performance or other failure to perform its obligations under the Contract, is the result of an event of Force Majeure.

4.16.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the **Service Provider** and not involving the **Service Provider’s** fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Govt. in its sovereign capacity, wars or revolutions, , floods, and freight embargos.

4.16.3 If a Force Majeure situation arises, the **Service Provider** shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the **Service Provider** 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.

Notwithstanding above, the decision of Central Bank of India shall be final and binding on the bidder.

#### 4.17 Termination

##### 4.17.1. Termination for Default

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

- a. if the Successful Bidder fails to deliver any or all of the deliverables / milestones within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or;
- b. If the Successful Bidder fails to perform any other obligation(s) under the contract.
- c. If the Successful Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

Corrupt practice means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the procurement process or in contract execution; and “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders ( prior to after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

4.17.1.2. In the event, the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful Bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated when the value of the liquidated damages exceed 10% of the contract value.

25.3. In case the contract is terminated then all undisputed payment will be given to vendor, but disputed payment shall be adjusted by way of penalty from invoices or Performance Bank Guarantee.

#### **4.17.2 Termination for Insolvency**

If the Bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Bidder takes or suffers any other analogous action in consequence of debt; then the Bank plans to, at any time, terminate the contract by giving written notice to the Bidder. If the contract is terminated by the Bank in terms of this Clause, termination will be without compensation to the Bidder, 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. In case, the termination occurs before implementation in all the locations in terms of this clause, the Bank is entitled to make its claim to the extent of the amount already paid by the Bank to the Bidder.

#### **4.17.3 . Termination – Key Terms & Conditions**

The Bank reserves the right to terminate the agreement with the Bidder / vendor at any time by giving Sixty(60) days prior written notice to the Bidder.

The Bank shall be entitled to terminate the agreement at any time by giving notice if the Bidder

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

The Bidder shall have right to terminate only in the event of winding up of the Bank. Bank will specify the period for remedying any defect.

#### **4.18 Order Cancellation**

The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons in the event of one or more of the following conditions:

1. Delay in offering services beyond the stipulated period from the date of Purchase Order.
2. Delay in implementation beyond stipulated period
3. Repetitive failures/poor service by the Bidder.
4. Any other reason.

In addition to the cancellation of purchase order, the Bank reserves the right to invoke the Bank Guarantee given by the successful bidder to appropriate the damages and also to black list the bidder from participating in any future tender process of the Bank.

#### **4.19 CONSEQUENCES OF TERMINATION**

4.19.1- In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor



shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

4.19.2- In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by BANK, the Vendor herein shall be obliged to provide all such assistance to the next successor Vendor or any other person as may be required and as BANK may specify including training, where the successor(s) is a representative/personnel of BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

a) Nothing herein shall restrict the right of BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to BANK under law or otherwise.

b) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination

#### **4.20 Resolution of Disputes**

4.20.1 The Bank and the Service Provider shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

4.20.2 If, the Bank and the Service Provider have been unable to resolve amicably a Contract dispute, even after 30 days' period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.

4.20.3 The dispute resolution mechanism to be applied shall be as follows:

(a) In case of dispute or difference arising between the Bank and the Service Provider relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the Service Provider. The third Arbitrator shall be chosen by mutual discussion between the Purchaser and the Service Provider.

(b) Arbitration proceedings shall be held at Mumbai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English and court of Mumbai shall have exclusive jurisdiction. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, vendor will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving satisfactorily, as per satisfaction of the Bank.



(c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and

(d) Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.

(e) This RFP shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP. Notwithstanding the above, The Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

**4.21. Security Configuration, Audit/Review/Monitoring/Visitation:**

The baseline security configuration of Database, Web server and all other applications to be done by the Vendor, according to the industry best practices Compliance with security best practices may be monitored by periodic computer security audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. Periodicity for Regulatory Audits would be required as per the rules and guidelines laid down by the regulator or as required by the regulator. These audit plan to include, but are not limited to, a review of: access and authorization procedures, physical security controls, input/output controls, DB controls, backup and recovery procedures, Network security controls and program change controls. Compliance of the audit report has to be ensured by the Vendor.

To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Vendor shall afford the Bank's representatives access to the Vendor's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Vendor must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to the Vendor.

Bank shall undertake a periodic review of service provider outsourced process to identify new outsourcing risks as they arise. The Bidder shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the service provider outsourced to third party, there must be proper Agreement with concerned third party. The Bank shall have right to intervene with appropriate measure to meet the Bank's legal and regulatory obligations. Access to books and records/Audit and Inspection would include:-

Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the service provider. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.

Provide the Bank with right to conduct audits on the service provider whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any

audit or review reports and finding made on the service provider in conjunction with the services performed for the bank.

Include clause to allow the reserve bank of India or persons authorized by it to access the bank's documents: records of transactions, and other necessary information given to you, stored or processed by the service providers within a reasonable time. This includes information maintained in paper and electronic formats.

Recognized the right of the reserve bank to cause an inspection to be made of a service provider of the bank and its books and account by one or more of its officers or employees or other persons.

Banks shall at least on an annual basis, review the financial and operational condition of the service provider. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the service provider. Such assessment and reports on the service provider may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.

#### **Monitoring**

Compliance with Information security best practices may be monitored by periodic Information security audits performed by or on behalf of the Bank and by the RBI. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Service Provider shall afford the Bank's representatives access to the service provider's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Vendor must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval /notice to the Vendor.

#### **Visitations**

The Bank shall be entitled to, either by itself or its authorized representative, visit any of the Vendor's premises without prior notice to ensure that data provided by the Bank is not misused. The Vendor shall cooperate with the authorized representative(s) of the Bank and shall provide all information/documents\required by the Bank.

#### **4.22. Indemnity:**

The Vendor shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

Bank's authorized / bona fide use of the Deliverables and/or the Services provided by Vendor under this Agreement; and/or

An act or omission of the Vendor, employees, agents, sub- contractors in the performance of the obligations of the Vendor under this Agreement; and/or Claims made by employees or



subcontractors or subcontractors' employees, who are deployed by the Vendor, against the Bank; and/or

Breach of any of the term of this Agreement/Purchase Order(PO) or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this Agreement/PO; and/or

Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or

Breach of confidentiality obligations of the Vendor contained in this Agreement; and/or

Negligence or gross misconduct attributable to the Vendor or its employees or sub-contractors.

statutory infringements in respect of all hardware, hardware components, software for the system (including operating system/s, system software, application software, security, firewall, antivirus etc.) etc. supplied by him.

The Vendor will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:

Notifies the Vendor in writing; and

Cooperates with the Vendor in the defense and settlement of the claims.

The Vendor shall compensate the Bank for such financial loss, direct and remote, suffered by the Bank if the Vendor fails to fix bugs, provide the Modifications / Enhancements / Customization as required by the Bank as per the terms and conditions of this Agreement and to meet the Service Levels.

Additionally, the Vendor shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings,

that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or

resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act,1957 or Information Technology Act, 2000 in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim however,

the Vendor has sole control of the defense and all related settlement negotiations.

the Bank provide the Vendor with the assistance, information and authority reasonably necessary to perform the above and

Vendor aware the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensations.

However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

Indemnity would be limited to court awarded damages However indemnity would cover damages, loss or liabilities, compensation suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.



The Bank do hereby indemnify the Vendor, and shall always keep indemnified and hold the Vendor harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including reasonable attorneys' fees) relating to, resulting directly from or in any way arising out of any claim, suit or proceeding brought by third-parties against the Vendor only as a result of:

Third party infringement claims resulting from unauthorized equipment modification by the Bank or equipment use prohibited by Specifications for Hardware and Software,

Third-party infringement claims resulting from a breach of Software license terms by the Bank in respect of Software directly supplied by the Vendor.

If Bank completed any modification in any equipment or use any specification for hardware and software after consultation with vendor shall be excluded from any restriction contained here in above.

Indemnity would be limited to court awarded damages, however indemnity would cover damages, loss or liabilities, compensation suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

The Vendor shall indemnify the Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where the Bank does not opt for retention of GST component on supplies. Vendor shall indemnify to bank, if cyber threatened /crime/hacking or any related offence occurs due to use of solution/software supplied(including support services) or any other manner provided in this regard.

#### **4.23. Limitation of Liability**

The Vendors aggregate liability in connection with obligations undertaken as a part of the Project regardless of the form or nature of the action giving rise to such liability (in contract), shall be at actuals and limited to the contract value. The Vendors liability in case of claims against the Bank resulting from , misconduct or gross negligence of the Vendor, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited. The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Vendor under this project and operated according to the Vendor's advice and same confirmed by Bank's officials. The claims against customers, users and service providers of the Bank would be considered as a direct claim.

#### **4.24. Independent Contractor/Sub-Contractor:**

Nothing herein contained will be construed to imply a joint venture, partnership, principal-agent relationship or co-employment or joint employment between the Bank and Vendor. Vendor, in furnishing services to the Bank hereunder, is acting only as an independent contractor. Vendor / OEM is responsible for implementation and maintenance of the solution as per the requirement of Bank, managing the activities of its personnel or the personnel of its subcontractors/Authorized Reseller and will be accountable for both. Vendor shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors etc. which is outside the scope of power vested or instructions issued by the Bank. Vendor shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Vendor and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this scope of work. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by Vendor, for any assignment under the purchase contract to be issued for this scope of work. All



remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of Vendor shall be paid by Vendor alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Vendor's employee, agents, contractors, and subcontractors. Vendor shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings by statutory authority including labour laws, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc.

#### **4.25 Publicity**

Any publicity by the bidder in which the name of bank is to be used should be done only with the explicit written permission of bank

#### **4.26 Confidentiality**

The VENDOR shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the VENDOR, its affiliates, partners, directors, associates who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above and for its internal quality performance review processes. The VENDOR may disclose Confidential Information to consultants, professional indemnity insurers, advisors such consultant, professional indemnity insurers, advisors shall be bound with similar confidentiality terms and conditions that are no less restrictive than these. The VENDOR shall take appropriate measures by instruction and similar confidentiality written agreement prior to disclosure to such employees, affiliates, partners, directors, associates to make certain against unauthorized use or disclosure. The VENDOR agrees to notify the BANK immediately if it learns of any use or disclosure of the BANK's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the VENDOR and the VENDOR shall be accordingly liable therefore and indemnify to the BANK.

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

#### **4.27-Exit Option and Contract Re-negotiation**

The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of Liquidated damages as per the terms of the contract, in the event of one or more of the following conditions:

- Delay in delivery of solution beyond the specified period.
- Serious discrepancies noted in the solution delivered.
- Breaches in the terms and conditions of the Order.
- Non satisfactory performance of bidder during the contract period.
- In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

- Bank shall serve the notice of termination to the bidder at least 60 days prior, of its intention to terminate services during the contract period.

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

The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the VENDOR at more favourable terms in case such terms are offered in the industry at that time.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the VENDOR should continue to supply the equipment's (if required/non delivered) and provide services to the Bank as per the contract.

Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The VENDOR should perform a reverse transition mechanism to the Bank or its selected vendor. The reverse transition mechanism would be over a period of 6 months post the completion of the 90 day notice period to facilitate an orderly transfer of services to the Bank or to an alternative 3rd party / vendor nominated by the Bank. Where the Bank elects to transfer the responsibility for service delivery to a number of vendors Bank will nominate a System Integrator who will be responsible for all dealings with the VENDOR regarding the delivery of the reverse transition services.

The reverse transition services to be provided by the VENDOR shall include the following:

The vendor shall suitably and adequately train the Bank's or its designated team for fully and effectively manning, operating and maintaining the Security Operations Center Solution.

Vendor shall provide adequate documentation thereof.

The vendor shall jointly manage the POS with the bank or designated team for a reasonable period of time

The vendor shall assist the bank in migration of the Solution to another, if desired by the bank.

Knowledge transfer: The Vendor shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this Agreement. Vendor shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services. Such documentation will be subject to the limitations imposed by Vendor's Intellectual Property Rights of this Agreement.

#### **Warranties:**

All the warranties held by or in the name of the vendor shall be assigned or transferred as-is, in the name of the bank. The vendor shall execute any and all such documents as may be necessary in this regard.

The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.

The vendor shall provide all other services as may be agreed by the parties in connection with the reverse transition services.

The vendor recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the vendor agrees to provide all assistance and services

required for fully and effectively transitioning the services provided by the vendor under the scope, upon termination or expiration thereof, for any reason whatsoever.

The cost for reverse transition if any should be part of the commercial offer.

During which the existing VENDOR would transfer all knowledge, knowhow and other things necessary for the Bank or new vendor to take over and continue to manage the services. The VENDOR agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation or exist of the parties.

The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

The Bank and the VENDOR shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

The VENDOR agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank or its selected vendors as would be required.

Notwithstanding anything contained in this Agreement, the Bank shall be entitled to terminate the agreement at no cost with the service provider without assigning any reason at any time by giving Sixty(60) days prior written notice to the service provider .

#### **4.28 Corrupt and fraudulent practices**

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

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

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

The Bank reserves the right to reject a proposal for award if it determines that the Vendor recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

#### **4.29 Waiver**

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this tender document all of which are several and cumulative and are not



exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

#### **4.30 Governing Law and its Compliance, and Jurisdiction**

The Vendor shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

**Compliance in obtaining approvals/permissions/licenses:** The Vendor / OEM / Authorized Reseller shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Vendor / OEM / Authorized Reseller.

This indemnification is only a remedy for the Bank. The Vendor / OEM / Authorized Reseller is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages.

This Agreement shall be governed and construed in accordance with the laws of India. The Courts at Mumbai alone and no other courts shall have jurisdiction.

#### **4.31 Addresses for Notices**

4.31.1 The following shall be the address of the Bank and Service Provider.

Bank's address for notice purposes:

Central Bank of India,  
Transaction Banking Department,  
Ground Floor, Ewart House,  
22 Homi Modi Street,  
Fort, Mumbai 400 051.

Service Provider's address for notice purposes (To be filled in by the Service Provider)

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

#### 4.32 Taxes and Duties

4.32.1 The quoted shall be inclusive of import duties and excise duties, if any. Price shall be exclusive of applicable taxes like VAT, CST, GST, local taxes, if any, which will be borne by the Bank. Service Provider will be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. except applicable taxes like VAT, CST, GST, local taxes, if any, which will be borne by the Bank. The Service Provider will be entirely responsible for licence fee, road permits, NMMC cess, LBT, Octroi, insurance etc. in connection with the delivery of products at site advised by the Bank including incidental services and commissioning. Payment of Octroi, entry-tax, etc., alone, if applicable, will be made at actuals, on production of suitable evidence of payment by the Service Provider.

##### 4.32.2 Income / Corporate Taxes in India:

The Service Provider 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 Service Provider shall include all such taxes in the contract price.

##### 4.32.3 Tax deduction at Source:

Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Service Provider. 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 in force. Nothing in the Contract shall relieve the Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by the Service Provider in respect of this contract.

4.32.4 The Service Provider's 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 Service Provider shall perform such duties in regard to such deductions thereof, as may be imposed on him by such laws and regulations.

#### Goods and Services Taxes(GST) and its Compliance

(i) Goods and Services Tax Law in India is a Comprehensive, multi-stage, destination-based tax that will be levied on every value addition. Vendor shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder-

(a) TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the supplier of taxable goods and services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances

contained in the statutes include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person.

(b) It is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit (ITR) to the Bank by way of commensurate reduction in the prices under the GST Law.

(c) If vendor as the case may be, is backlisted in the GST (Goods and Services Tax) portal or rating of a supplier falls below a mandatory level, as decided time to time may be relevant ground of cancellation of Contract.

4- Bank shall deduct tax at source, if any, as per the applicable law of the land time being enforced. The Service provider shall pay any other taxes separately or along with GST if any attributed by the Government Authorities including Municipal and Local bodies or any other authority authorized in this regard.

#### 4.33 Service Provider's Integrity

The **Service Provider** is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

#### 4.34 Service Provider's obligations

The **Service Provider** is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.

The **Service Provider** 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 **Service Provider's** negligence. The **Service Provider** will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

**The Service Provider** is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.

**The Service Provider** will treat as confidential all data and information about the Bank, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

e) The supplier shall ensure that the software and hardware relevant for the Services contemplated under this Agreement, is properly maintained and operated at all times, without hampering the services with proper standby.

(f) Ensure that there is sufficient back up in terms of power and other infrastructure, including but not limited to, Uninterrupted Power Supply, air-conditioners, components/resources at the Location for rendering the Services in terms of this Agreement.

(g) Be responsible for appropriate maintenance of Of the Program.

(h) The Service Provider shall be fully responsible for any breach of data confidentiality of customer related information. This liability shall be applicable even after the contract expires or gets terminated.

(i) The Service Provider should have a well-documented Business Continuity Plan and Disaster Recovery Plan and also security and control practices.

j) The Service Provider should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.

k) The Service Provider shall disclose security breaches if any to the Bank, without any delay.

l) Service Provider shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank.

m) Service Provider must comply RBI circular on "Cyber Security Framework for Banks" and assurance from the respective OEMs/Application providers that the application is free from embedded malicious/fraudulent code.

n- Service Provider should follow Information security guideline issued by Bank/Regulatory/Statutory Authority time to time, and the same must be complied in order without fail, to avoid breach of contractual obligation.

o- Service Provider shall submit Integrity Pact, Non Disclosure Agreement and Performance bank guarantee as per satisfaction of the Bank.

p- The Service provider should guarantee that the software supplied to the Bank is licensed and legally obtained. Software must be supplied with their original and complete printed documentation.

q- The Service provider should make proper arrangement with respective OEM to ensure that back to back arrangement in place for continuing support for the End to End Loyalty Management Project. So that continuity is maintained for -----project in the event of insolvency, bankruptcy, liquidation, acquisition, windup, amalgamation or termination on default of Service Provider.

r- The License is granted to the existing entity of the Bank and in the event of any merger/acquisitions in future shall automatically transfer the license to the newly merged entity without any additional cost or charges. In this juncture support and services shall be continue till the currency of the contract .

s- The Bank reserves its right to blacklist to Service Provider to participate in future tender process, in the event of delay in project beyond the specified period or non-compliance of the RFP terms or non-fulfilment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory. Bank shall have right to exercise power conferred under this clause along with any or all right incorporated under RFP/Agreement.

t- The service provider should comply within the specified timeline, the finding of the external or internal Audit including Regulatory/Statutory without any additional cost to the BANK.

u- The service provider should comply of the Retention policy of the Bank and co-ordinate to preserve the data/documents of bank for minimum 10 years.

v- The service provide should integrate the -----with the core banking solution of the Bank if required by the bank without any additional cost .

#### 4.35 Ownership and grant of licenses, Patent Rights / Intellectual Property Rights PatentA) **Ownership, and grant of licenses**

1-The Vendor shall procure and provide a non-exclusive, non-transferable, perpetual and irrevocable (provided that the license shall be revocable only in the event of established and proven infringement of the intellectual property rights of the Software by the bank) license to the BANK for all the Software/Solution to be provided as a part of the Project. the Software can be used at any of the Branches without restriction, but subject to the term and conditions of this RFP/Agreement and the Software shall be assignable/transferable to any successor entity of the Bank Provided however that with respect to the enterprise wide licenses to be utilized for the Solution, in addition to the rights of Bank's contained in this Clause and the rights contained elsewhere in this RFP/ Agreement, the following shall be applicable:

- (a) such license shall be transferable/assignable to any entity formed through the inter-se merger of the bank at no additional cost to the Bank subject to applicable law;
- (b) such licenses shall be expandable to all the (current and future) Branches of the Bank at no additional cost to the Bank.
- (c) such licenses shall be transferable/assignable/applicable to all the banks acquired by the BANK(Central Bank of India) at no additional cost to the Bank provided that such banks continue to be sponsored by the Bank.
- (d) such licenses shall be transferable/assignable/applicable to the resultant entity in the event of the merger of the Bank, provided however that the resultant entity shall be entitled to utilize such licenses only for such number of Branches of the as it stood on the date such amalgamation/restructuring is completed and taken effect.

Notwithstanding the above, it is hereby agreed that any use of the Software under this RFP/Agreement, by a service provider of the Bank would be considered as the permitted use under this RFP/Agreement.

However, such service provider will not possess any licensing or sub licensing rights of the Software and shall only have the right of permitted and limited use of the Software to provide services to Bank.

2-The license granted in terms of above mentioned shall specifically include right:

**(A) To Use:**

- (i) to use the executable code version of the Software and all Enhancements, Updates and new versions made available from time to time to bank without any additional cost.
- (ii) to use the Program Documentation for purposes of installing or operating the Programs and supporting the use of the Software by the Bank;
- (iii) to use the technical Training Materials for purposes of supporting users.

**(B) To Copy:**

- (i) to copy the Software that operates on server systems to support the users of the Bank
- (ii) to make additional copies of the Program Material for archival, emergency back-up, testing, or disaster recovery purposes; and
- (iii) to copy the Program Documentation to support its users.

**(C) To work as interface:**

- (i) to work with other application software packages at the Bank as interface;



(ii) to allow other application software packages at the Bank to work as interfaces to the Software. If such interfacing requires any modification or change to the Software, such modification or change has to be carried out by the service provider free of any additional license charge or fees or expenses.

**(d) Delivery:** The Service Provider, at the time of installation shall deliver to the Bank required copies of the object code version of the Software and the associated Program Documentation including operation manual and training material. The Service Provider, after Customization shall deliver to the Bank required copies of the object code version of the customized Software and the associated Program Documentation including operation manual and training material. The Service Provider, after Modifications, Updates or new versions shall deliver to the Bank required copies of the revised object code version of the latest Software and the revised associated Program Documentation including operation manual and training material. The operational manual shall be provided by the Service Provider under help menu in the software as dynamic online documentation / help files, wherever applicable. The object code version of the Software, executable and required run-time files shall be on compact disc or on any such media as desired by the Bank as may be applicable.

2-The ownership of all rights, title and interest, all patents, copy right, trade secrets and any other form of intellectual property rights in and to software, any derivative works thereof and enhancements thereto, hardware and documentation are and will have to at all times remain with the Service Provider or its Licensors and be the sole and exclusive property of the Service Provider or its Licensors. The Bank acknowledges that nothing contained in this Tender and subsequent contract will have to be construed as conveying by the Service Provider or its licensor's title or ownership interest in any licensed software or any derivative works thereof and enhancements thereto. Nothing contained herein will have to be construed to preclude the Service Provider from owning, using, improving, marketing, including without limitation, licensing to other persons any and all licensed software. If Service Provider generate any material (software or any work subject of intellectual property right) specifically for the Bank due to valuable resources capitalized in this respect, shall always be property of the Bank.

#### (B) Patent Rights / Intellectual Property Rights

The bidder shall indemnify the Bank against all third-party claims of infringement of patent, trademark, intellectual property, copyrights or industrial design rights arising from use of the Products or any part thereof.

4.2 In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights, arising from the use of the Products or any part thereof in India, the bidder shall act expeditiously to extinguish such claim. If the bidder fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the bidder of such claim, if it is made, without delay. If a third party's claim endangers or disrupts the Bank's use of the software, the VENDOR shall be required to, at no further expense, charge, fees or costs to the Bank,



- (i) obtain a license so that the Bank may continue use of the equipment in accordance with the terms of this Agreement and the license agreement; or
- (ii) modify the equipment without affecting the functionality in any manner so as to avoid the infringement; or
- (iii) replace the equipment with a compatible, functionally equivalent and non-infringing product; or
- (iv) refund to the Bank the amount paid for the infringing equipment and bear the incremental costs of procuring a functionally equivalent equipment from a third party, provided the option under the sub clause (iv) shall be exercised by the Bank in the event of the failure of the bidder to provide effective remedy under options (i) to (iii) within a reasonable period which would not affect the normal functioning of the Bank. The bidder will have no liability for any claim of infringement based on (i) a claim which continues because of Bank's failure to use a modified or replaced software that is at least functionally equivalent to the equipment, or the bank's failure to use corrections, fixes, or enhancements made available and implemented by the bidder, despite notice of such failure by the bidder in writing, (ii) any change, not made by or on behalf of the bidder, to some or all of the software/deliverables supplied by the bidder or modification thereof.

Notwithstanding the provisions of Clause (B) alone, the Service Provider is the prime Service Provider for purposes of all Deliverables and Services, with the single-point responsibility for the same. The Service Provider acknowledges that should the Software provided by the Service Provider be infringing of any third party rights, it would have a serious business impact on the business of the Bank. Therefore, the Service Provider shall be completely responsible for any infringement actions brought against the Bank even if the Bank would have used the Deliverables before the infringement was noticed, legally each such use constituting infringement and the Service Provider shall be in breach of the Service Provider's warranty and obligation under this Agreement.

#### **4.36 Training -**

The Selected bidder shall provide the training to the bank's personnel as described below:

- 4.35.1 The Bidder shall provide extensive training, on its product, to users including branch officials, Card Centre officials/staff etc. The training will have to be provided at Mumbai and all cost of trainers and training material in providing 3 training batches to Bank's officials shall be borne by the bidder
- 4.35.2 The Bidder shall provide a detailed operations and maintenance manual for use of the staff including training the Bank's personnel.
- 4.35.3 Bidder should submit detailed course content and provisional agenda along with the Bid.
- 4.35.4 The course will be designed in such a capsule manner that duration will be of 1 -2 day

#### **4.37 Insurance**

The equipment (hardware, software etc.) supplied under the contract shall be fully insured by the successful Bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The insurance shall be obtained by the Bidder naming Central Bank of India as the beneficiary, for an amount Equal to 100% of the invoiced value of the goods on "all risks" basis. The period of insurance shall be up to the date the supplied components are accepted and

the all rights of the property are transferred to the Bank in the Bank's premises. Should any loss or damage occur, the selected Bidder shall: -

- i. Initiate and pursue claim till settlement and
- ii. Promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.

#### **4.38 Road Permit**

In case of receiving of hardware to the area where Road Permit is required for transportation of goods, it is the responsibility of the bidder to arrange for the same in advance without any extra cost to the bank.

#### **4.39-Information Ownership**

All information processed, stored, or transmitted by successful Bidder equipment belongs to the Bank. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately, which is proved to have caused due to reasons solely attributable to bidder. Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank's decision will be final.

Types of sensitive information that will be found on Bank systems which the Bidder plans to support or have access to include, but are not limited to Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

#### **4.40-Privacy and security safeguards**

- i. The Vendor shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Vendor or existing at any Bank location. The Vendor will have to develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Vendor will have to also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Vendor or existing at any Bank location.
- ii. The Vendor hereby agrees and confirms that they will disclose, forthwith, instances of security breaches.
- iii. The Vendor hereby agrees that they will preserve the documents.

#### **4.41 Bank' Right-**

The Bank reserves its right to blacklist to concern Vendor to participate in future tender process, in the event of delay in project beyond the specified period or non-compliance of the RFP terms or non-fulfilment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory. Bank shall have right to exercise power conferred under this clause along with any or all right incorporated in this RFP/Agreement. If supplier/Service Provider is blacklisted in the GST(Goods and Services Tax) portal or rating of a supplier falls below a mandatory level, as decided time to time may be relevant ground of cancellation of Contract.

The Bank also reserve right to visit the premises/ DC/DR location of the service provider for inspection or appoint any external auditor for the audit of the locations and records.

#### **4.42. Violation of terms**

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

#### **4.43 -Survival and Severability:**

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

#### **4.44 .Statutory and Regulatory Requirements**

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

All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to the bank during the tenure of the 3(Three) year contract and any future renewal.

\*\*\*\*\*

**PART 5: MANDATORY REQUIREMENT  
TECHNICAL AND FUNCTIONAL SPECIFICATIONS**

**(To be included in the Technical Bids duly completed and with bidders response (Yes or No))**

. The minimum qualifying criteria for technical evaluation are as follows:

- I. The bidder should have a DR Site.
- II. There should provide clear demarcation of the Bank data in the hosted setup along with the compliance of Data security standards and firewall security in place.
- III. The bidder should guarantee > 99% uptime of servers / portal/ applications.
- IV. The loyalty engine should have a capability to handle 20 million accounts on the date of submitting the RFP with capability to ramp up handling of 100 million accounts within 6 months from the date of awarding the contract.
- V. 100% Compliance with Scope of work
- VI. Bidder's unconditional acceptance of Terms & Conditions as mentioned in the Annexure III : Compliance to Terms & Conditions;
- VII. Bidder's experience and ability to provide an effective loyalty program.
- VIII. Achieving minimum qualifying marks of 75 in the technical evaluation.

Only Bidders qualifying the technical evaluation stage will be eligible for commercial evaluation.

Sr. No.	Evaluation Parameter	Max Marks	Scoring Criteria
1	Experience in managing end-to-end loyalty programs for Public Sector Banks /Private Sector Banks in India.	20	<b>20 marks:</b> More than 2 scheduled Commercial Banks in India or Globally. <b>10 marks:</b> Equal to 2 scheduled Commercial Banks in India or Globally <b>No marks:</b> if the implementation is for less than scheduled Commercial Banks in India or Globally.
2	Stable and Scalable Loyalty Technology platform with Capability to carry out customizations as per Bank requirements expeditiously.	10	<b>10 marks:</b> Proprietary technology Platform with source code. <b>05 marks:</b> Third party technology platform
3	Number of Customer Loyalty Accounts managed	05	<b>05 marks:</b> >= 20million accounts <b>04 marks:</b> 15-20million accounts <b>03 marks:</b> 10-15 million accounts <b>01 mark:</b> 0-10 million accounts
4	Number of Banking channels managed from amongst the following list: Debit cards Credit Cards Internet Banking Mobile Banking CASA & various accounts On-us ATM transactions	05	<b>05 marks:</b> All channels <b>04 marks:</b> 4-5 channels <b>02 marks:</b> 2-3 channels <b>01 mark:</b> 1 channel

**Engagement of Vendor for End to End Management of Loyalty Program**



5	Ability to support multiple languages On the program portal of the Bank.	02	<b>02 marks:</b> Capability to support >=2 languages on the Bank Program portal. <b>No marks:</b> No capability to support languages other than English on the Bank program portal.
6	Ability to support multiple tiers with differentiated accrual rates, lapses and redemption options	03	<b>03 marks:</b> Capability to support tiers with differentiated accrual rates, lapses And redemption options. <b>No marks:</b> No capability to support the above features
7	Capability of providing multiple Options for customers to redeem Their loyalty points Across various redemption categories. Across various redemption categories. <sup>2</sup> (Name The supported categories)	10	<b>10 marks:</b> Capability in providing redemption across 8 or more categories <b>05 marks:</b> Capability in providing redemption across 2 to 7 categories <b>No marks:</b> Capability in providing redemption for less than 2 categories
8	Capability to provide customers the option to redeem their loyalty Points across all the redemption Categories as defined below through a mobile application	03	<b>03 marks:</b> Capability in providing redemption across 6 or more categories through Mobile Application. <b>02 marks:</b> Capability in providing redemption across 4 to 5 categories through Mobile Application <b>01 marks:</b> Capability in providing redemption across 2 to 3 categories through Mobile Application <b>No marks:</b> Capability in providing Redemption across less than 2 categories through Mobile Application
9	Ability to provide customers the Option to redeem their loyalty Points in-store across high number of outlets	07	<b>07 marks:</b> Ability to provide instant Redemption at the stores through 1000+ Outlets <b>05 mark:</b> Ability to provide instant redemption at he stores through 500+ Outlets <b>No marks:</b> No ability to provide instant redemption at the stores.
10	Ability to manage redemption using Points + Bank's other electronic payment channels	02	<b>02 marks:</b> Capability to manage redemption using Points + Bank's other electronic payment channels <b>No marks:</b> No capability to support redemption using Points + Bank's other electronic payment channels
11	Ability to manage redemption of loyalty points through the IVR channel	02	<b>02 marks:</b> Capability to manage redemption through IVR channel <b>No marks:</b> No capability to Support redemption through the IVR channel
12	Ability to support multiple vendors per redemption service and scalable Integration of redemption services	03	<b>03 marks:</b> Capability to support >=2 vendors per redemption service <b>No marks:</b> No capability to Support

**Engagement of Vendor for End to End Management of Loyalty Program**



			multiple vendors per redemption service
13	Fully integrated communication management to send e-mail/ SMS and customized campaigns at every step of the loyalty program process	03	<b>03 marks:</b> Capability to provide Integrated communication management. <b>No marks:</b> No capability to support integrated communication management
14	Data Security: Certification for PCI-DSS standards	10	<b>10 marks:</b> If PCI-DSS certified. <b>05 marks:</b> If compliant with the PCI-DSS standards and confirming to provide complete roadmap for becoming PCI DSS certified company within 3 months of award. <b>Not eligible:</b> If not compliant with the PCI-DSS standards
15	Demonstration of in-depth understanding of the Bank requirements from the Loyalty Program through the technical Proposal supplemented by Presentation, Demo & interactions using actual case studies <i>(implemented by the Bidder)</i> .	15	Subjective Evaluation by Bank's team based on presentation and demo.
	<b>Total</b>	<b>100</b>	

<sup>1</sup>Definition of End-to-End Loyalty Program Management - The Company should have conceptualized, designed and implemented the loyalty program. The company should be managing accrual of points, redemption of points, refund of points, activation of customers at loyalty portal, managing online interactive loyalty portal, redemption logistics, accelerated partner network, call centre operations, analytics and digital communications etc.

<sup>2</sup>The redemption categories are defined as follows:

1. Merchandize
2. Mobile Recharge
3. DTH Recharge
4. Air Ticket Bookings
5. Movie Ticket Bookings
6. Bus Ticket Bookings
7. In-store Redemption
8. Gift vouchers
9. Charity
10. Utility Bill Payments
11. Hotel bookings
12. Experiential Products
13. Grocery

**IMPORTANT Note:**

Respondents who fail to fulfill the mandatory parameters will not be considered for Technical Evaluation.

The Bidder should **also** mention comments, if any, for all the features. If there is no comment; it would be construed that the feature/requirement will be made available without any deviation thereto.

**Engagement of Vendor for End to End  
Management of Loyalty Program**



Technical Parameters and their Respective Weightage for technical evaluation Bidder need to respond to each parameter and sub parameters explicitly in case of implicit or vague answers and in the absence of supporting information, certificate/ declaration sought, marks will not be provided.



**PART 6: BID FORM, PRICE SCHEDULES AND OTHER FORMATS (BF)**

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**FORMAT NUMBERS**

- 6.1.1 Bid Form (Technical)
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- 6.12 GUIDELINES, TERMS & CONDITIONS AND PROCESS FLOW FOR E-PROCUREMENT AUCTION
- 6.12A COMPLIANCE AGREEMENT
- 6.13 Compliance Statement
- 6.14 Integrity Pact (Seperately Enclosed)

**BID FORM (TECHNICAL BID)  
(To be included in Technical Bid envelope)**

**FORMAT – 6.1.1**

Date :.....

To,

Deputy General Manager  
Central Bank of India  
Transaction Banking Department  
Central Office, Sorabji Bhawan, Fort  
Mumbai – 400021

**Reg.: RFP Engagement of Vendor for End to End Management of Loyalty Program**

**Ref: Your RFP Ref: CO: TXN-BKG:2018-19:3 dt. 27.08.2018**

~~~~~  
Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Design, development, integration& implementation Unified Mobile Application**, in conformity with the said Bidding documents.

We undertake, if our Bid is accepted, to **Design, development, integration& implementation Unified Mobile Application** in accordance with the delivery schedule specified in the Schedule of Requirements. If our Bid is accepted, we will obtain the guarantee of a bank of 10% of the Contract value for the period of the Contract plus three months for the due performance of the Contract, in the form prescribed by the Bank.

**We agree to abide by the Bid 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.**

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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".

We understand that you are not bound to accept the lowest or any Bid you may receive. Dated this ..... day of ..... 2018.

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

Duly authorised to sign Bid for and on behalf of \_\_\_\_\_

**FORMAT - 6.1.2**  
**BID FORM (PRICE BID)**  
**(To be included in Price Bid Envelope)**

Date: .....  
Deputy General Manager  
Central Bank of India  
Transaction Banking Department  
Central Office,  
Sorabji Bhawan, Fort  
Mumbai - 40021

**Reg.: RFP for Engagement of Vendor for End to End Management of Loyalty Program**  
**Ref: Your RFP Ref: CO: TXN-BKG:2018-19:3 dt. 27.08.2018**

~~~~~  
Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the captioned solution, in conformity with the said Bidding documents as may be ascertained in accordance with the schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver, install and commission the system in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank of 10% of the Contract value for the period of the Contract plus three months for the due performance of the Contract, in the form prescribed by the Bank.

**We agree to abide by the Bid 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.**

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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".

We understand that you are not bound to accept the lowest or any Bid you may receive. Dated this ..... day of ..... 2017.

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

Duly authorised to sign Bid for and on behalf of \_\_\_\_\_



FORMAT 6.2  
NON-DISCLOSURE AGREEMENT

**This Agreement** made at \_\_\_\_\_, on this \_\_\_\_ day of \_\_\_\_\_ 2018.

**BETWEEN**

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

**AND**

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

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

**WHEREAS:**

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

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

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

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

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it

from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

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

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

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

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

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

5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information.

The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

6. **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

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

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

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

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

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

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

**For and on behalf of**

\_\_\_\_\_  
Name of Authorized signatory:

Designation:

**For and on behalf of**

**CENTRAL BANK OF INDIA**

\_\_\_\_\_  
Name of Authorized signatory:

Designation:



FORMAT - 6.3

Bill of Material (BOM) -Price Breakup Schedule  
(To be submitted after Reverse Auction)

TO:

Deputy General Manager  
Central Bank Of India  
Transaction Banking Department  
Central Office, Sorabji Bhawan, Fort  
Mumbai - 40021

Sir,

**Reg.: RFP for Engagement of Vendor for End to End Management of Loyalty Program.**  
**Ref: Your RFP CO: TXN-BKG:2018-19:3 dt. 27.08.2018**

Description	Amount (In Rs.)
Administration Fee per point awarded to the customers	
<b>*Change Management Cost (Additional development which is out of scope shall be done on Change Request)</b>	

**Authorized Signatory (ies)**

(Name, designation and Seal of the Company)

Place :-

**Note:**

- The bidder has to submit the commercial bid only in the above format. Any other format would be summarily rejected at the time of opening the bid.
- The price quoted for the project should be an all inclusive price including any taxes, expenses and levies but excluding Goods & Service Taxes (GST). Applicable TDS shall be deducted.
- The price should be mentioned in Words also. In case of any difference between amount mentioned in words and number, the amount mentioned in words will prevail.
- The prices for the customer care support shall be included in the above commercials.



FORMAT 6.4

**BID SECURITY UNDERTAKING FORM  
(FORMAT OF BANK GUARANTEE (BG) FOR BID SECURITY)  
(ON A NON-JUDICIAL STAMP PAPER OF RS.100.00)**

TO:

Deputy General Manager  
Central Bank Of India  
Transaction Banking Department  
Central Office, Sorabji Bhawan, Fort  
Mumbai - 40021

**Whereas** \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter called "the Bidder") has to submit its bid dated \_\_\_\_\_ for Procurement of Integrated mobile payment solution as specified in Schedule of requirement against Tender Reference NO. \_\_\_\_\_ (hereinafter called "the Tender")

KNOW ALL MEN by these presents that we \_\_\_\_\_ having our Corporate Office at \_\_\_\_\_ ( hereinafter called "the Bank") are bound to Central Bank of India, ( hereinafter called "The Purchaser") in the sum of Rs. \_\_\_\_\_ ( Rupees \_\_\_\_\_ only ) for which payment well and truly to be made to the Purchaser, the Bank binds itself, its successors and assigns by these presents.

**The conditions of this obligation are:**

If the Bidder withdraws their Bid during the period of Bid validity specified in the Tender: OR  
If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity -  
Fails or refuse to execute the Contract or the Agreement/Forms as required OR  
Fails or refuse to furnish the Performance Security, in accordance with the instruction to Bidder.

**We,** \_\_\_\_\_ under take to pay to the Purchaser up to an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of anyone or both of two conditions specifying occurred condition or conditions.

Notwithstanding anything contained hereinabove;

Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

This Bank Guarantee shall be valid up to \_\_\_\_\_

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_. After which the bank shall be discharged from its liabilities.

**Date this ----- day of ----- 2018 at -----**

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

sd/- -----



FORMAT 6.5

ORGANISATIONAL PROFILE

(Include in Technical Proposal Only - Not to be included in Price Proposal)

CONSTITUTION 1. Proprietary 2. Partnership 3. Private Ltd. 4. Public Ltd.	:	
Established since Commercial Production of the solution on Offer started since	:	
Address of Registered Office	:	
Category	:	i. Software Producer / Developer (Principal) ii. Hardware Manufacturer (Principal) iii. System Integrator / Solution Provider (Third-party) iv. Any Other (please specify)
If Consortium, then specify	:	1. 2.
		<b>Name</b> <b>Phone Nos. (with STD Codes)</b>
Names of Proprietor/Partners/Directors	:	1.
		2.
		3.
Number of Engineers familiar with the solution being offered	:	
Number of Total Employees	:	
Solution being offered, sold so far to:		
Purchaser, with full address and Details of contact person (Phone, Fax and E-Mail)	Modules in Use	Date of Sale
	Whether still continues	Warranty/AMC
1.		
2.		
3.		

Note: Please support the above facts with documentary evidence. Please also attach Income- Tax Clearance Certificate (latest) Referral Letters from Clients mentioned above.

Signature of Bidder: \_\_\_\_\_

Name: \_\_\_\_\_

Business address : \_\_\_\_\_

Place: Date:

**Escalation Matrix**

Name of the Company:

Delivery Related Issues

<b>Name</b>	<b>Designated</b>	<b>Full Office Address</b>	<b>Phone No</b>	<b>Email</b>
	First Level Contact			
	Second Level contact (if response not received in 24 hrs)			
	Regional/Zonal Head (if response not received in 48 hours)			
	Country Head (if response not received in one week)			

Service Related Issues

<b>Name</b>	<b>Designated</b>	<b>Full Office Address</b>	<b>Phone No</b>	<b>Email</b>
	First Level Contact			
	Second Level contact (if response not received in 24 hrs)			
	Regional/Zonal Head (if response not received in 48 hours)			
	Country Head (if response not received in one week)			

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

**Date**

**Signature with Name & Seal**

**Designation**



FORMAT 6.7  
PERFORMANCE BANK GUARANTEE

TO,  
CENTRAL BANK OF INDIA  
MUMBAI  
-----.

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

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

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

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

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



5) In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

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

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

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

such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

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

10) Notwithstanding anything contained herein:-

Our liability under this Bank Guarantee shall not exceed Rs------(Rupees-----

i) only);

ii) This Bank Guarantee shall be valid up to -----; and

iii) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before -----(date of expiry of Guarantee).

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

Date this ----- day of ----- 2018 at -----

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

sd/- -----



**Format 6.8**

**UNDERTAKING FOR SUPPORT SERVICES**

To:

Deputy General Manager  
Central Bank Of India  
Transaction Banking Department  
Central Office,  
Sorabji Bhawan, Fort  
Mumbai – 40021

**Reg.: RFP for Engagement of Vendor for End to End Management of Loyalty Program.**

**Ref: Your RFP Ref: CO: TXN-BKG:2018-19:3 dt. 27.08.2018**

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We undertake, that adequate specialized expertise are available to ensure that the support services are responsive and We assume total responsibility for the fault free operation of the solution proposed and maintenance during the contract period.

We undertake that during support Period we will maintain an minimum Uptime of 99.95% on quarterly basis for the entire/core solution proposed, with a MTBF(Mean time between failure) of 90 days.

Dated this ..... day of ..... 2018.

\_\_\_\_\_  
(signature) (in the capacity of)

Duly authorized to sign Proposal for and on behalf of

\_\_\_\_\_



**Format 6.9  
Pre-Bid Query Format  
(To be provided strictly in Excel format)**

<b>Vendor Name</b>	<b>Sl. No</b>	<b>RFP Page No</b>	<b>RFP Clause No.</b>	<b>Existing Clause</b>	<b>Query/Suggestions</b>

**Format 6.10**  
**CONFIRMITY TO ELIGIBILITY CRITERIA**

S.NO	Criteria	Proof to be submitted
1.	The Bidder should be a incorporated in India and should have been in operation for a period of at-least 5 years in India as on date of the RFP.	Certified copy of Certificate Incorporation in case of a private limited company and Certificate Commencement of Business in case of a public limited company.
2.	The Bidder should have at least 3 years expertise and experience in Implementation and Management of Loyalty Program for at least 2 schedule commercial Banks ( excluding RRBs, all type of coopertaive Banks , SFB and Payments Banks ) operating in India or multinational Banks.	The Bidder should submit a letter issued by the respective Banks stating that solution has been implemented and running successfully.
3.	All infrastructures including hardware pertaining to Bank's loyalty program are to be housed in India.	Copy of documentary proof to be submitted
4.	Bidder should be (i) PCI-DSS Certified OR (ii) PCI-DSS Complaint & secure certification within 3 months from the date of acceptance of purchase order for this RFP.	Copy of PCI-DSS Certificate/compliance document with certification roadmap to be submitted. In case of PCI-DSS Compliant ,bidder to submit Attestation Of Compliance Certificate.
5.	The Bidder should have both primary Data Center and DR center with full back up arrangement and the Data Center should be ISO 27001 certified. Both DC and DR centre should be in different seismic zones.	Copy of certificates to the effect should be submitted.
6.	The Bidder should have a stable and Scalable loyalty technology platform of its own (not licensed) with access to source code, so that any changes required by the Bank may be carried out expressly.	Declaration to this effect has to be submitted by the Bidder.
7.	The Bidder should have provided a dedicated interactive secure online website with SSL/ TLS for a loyalty rewards program for at-least 2 schedule commercial Banks ( excluding RRBs, all type of coopertaive Banks , SFB and Payments Banks ) operating in India or multinational Banks	The Bidder should submit the documentary evidence of the same as part of its Bid.

**Engagement of Vendor for End to End Management of Loyalty Program**



सेंट्रल बैंक ऑफ़ इंडिया  
Central Bank of India

8.	The Bidder should have the infrastructure for providing 24x7 support and attending timely to the customer grievances about the loyalty program.	A declaration to this effect has to be submitted by the Bidder.
9.	The Bidder should have a turnover of INR 5 Crores or more per year during previous 3 financial years.	Copies of audited financial statements for the previous 3 years to be submitted.
10.	Bidder should be in net profit in any 2 financial during the last 3 financial years i.e 2015-16,2016-17 & 2017-18	Copies of audited financial statements for the previous 3 years to be submitted.
11.	The Bidder should have the capability of Providing accelerated point accruals on transactions at Partner Merchant outlets with an existing network of at least 500 Merchant Outlets.	Proof to this effect has to be submitted by the Bidder.
12.	The Bidder should not have been blacklisted by any Govt. / Govt. Agency /Bank(s) / Financial Institutions in India or overseas in the last three years.	The Bidder has to submit self- Certification on its letter head.
13.	The Bidder should have the capability of processing around 2.0 crore transactions per month towards posting loyalty points at the time of the submission of RFP and should be able to ramp up the capacity further in the future as per bank's requirement.	Proof to this effect has to be submitted by the Bidder.



Undertaking of Authenticity

Format 6.11.

To.  
Deputy General Manager  
Transaction Banking Department  
Central Office,  
Sorabji Bhawan, Fort, Mumbai - 40021

**Reg.: RFP for Engagement of Vendor for End to End Management of Loyalty Program**

**Ref: Your RFP Ref: CO: TXN-BKG:2018-19:3 dt. 27.08.2018**

With reference to the equipment being quoted to you vide our Quotation No: \_\_\_\_\_

dated \_\_\_\_\_, we hereby confirm that all the components /parts /assembly / software etc. used in the equipment to be supplied shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used. We also undertake to produce certificate from the Original Equipment Manufacturers (if required by you) in support of the above statement at the time of delivery / installation

2. We also confirm that in respect of licensed operating systems and other software utilities to be supplied, the same will be procured from authorized sources and supplied with Authorised License Certificate (eg Product keys on Certification of Authenticity in case of Microsoft Windows Operating System)

3. In case of default and the Bank finds that the above conditions are not complied with, we agree to take back the equipment supplied and return the money paid by you, in full within seven days of intimation of the same by the Bank, without demur or any reference to a third party and without prejudice to any remedies the Bank may deem fit.

4. In case of default and we are unable to comply with above at the time of delivery or during Implementation of the solution .

5. We also take full responsibility of both parts & Service SLA as per the content even if there is any defect by our authorised Service Centre / Reseller / SI etc.

Dated this ..... day of ..... 2018

\_\_\_\_\_  
(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

**GUIDELINES, TERMS & CONDITIONS AND PROCESS FLOW FOR E-PROCUREMENT  
AUCTION**

**Introduction:**

Central Bank of India intends to use E procurement Auction (Reverse Auction) process in place of submission of commercial bids of RFP.

This annexure consists of rules for E Procurement Auction, Terms and conditions and Formats for submission of acceptance by the bidders.

**Rules for E Procurement Auction (Reverse Auction):**

**a. APPLICABILITY:**

- i. Reverse Auctions are carried out under the framework of rules that are called Rules for Reverse Auction.
- ii. All bidders participating in Reverse Auction shall understand/ accept and give an undertaking for compliance with the same to the Bank in the prescribed format as specified in Format-A.
- iii. Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

**b. ELIGIBILITY:**

Only bidders who are technically qualified and who submit the prescribed undertaking to the Bank alone can participate in Reverse Auction relevant to the procurement for which RFP is floated.

**c. COMPLIANCE/ CONFIRMATION FROM BIDDERS:**

- i. The bidders participating in Reverse Auction shall submit the following duly signed by the Competent Authority who signs the offer documents in response to the RFP:
  - a) Acceptance of Rules for Reverse Auction and undertaking as per format in Format-A.
  - b) Agreement between System Integrator and bidder. (This format will be given by the System Integrator prior to announcement of Reverse Auction.)
  - c) Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in Format-B.

**d. TRAINING:**

- i. The Bank will facilitate training for participation in Reverse Auction through the System Integrator for the Reverse Auction. During the training the

Bidders shall be explained the rules related to the Reverse Auction to be adopted. Bidders are required to give compliance on it before the start of bid process.

- ii. Wherever necessary, the Bank / System Integrator may also conduct a 'mock reverse auction' to familiarize the bidders with Reverse Auction process.

iii. Any bidder/bidder not participating in training and/or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.

iv. Each bidder / bidder shall participate in the training at his / their own cost.

**e. DATE/ TIME FOR TRAINING:**

- i. The Venue, Date, Time etc. for training in Reverse Auction shall be informed later.
- ii. No request for postponement / fixing of Training Date / Time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the Reverse Auction or the whole process of selection of bidder.

**f. DATE/ TIME OF REVERSE AUCTION:**

- i. The Date and Time of commencement of Reverse Auction as also Duration of 'Reverse Auction Time' shall be communicated at least 2 working Days prior to such auction Date.
- ii. Any force Majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but, the Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such 'Reverse Auction'.

**g. CONDUCT OF REVERSE AUCTION:**

- i. The Reverse Auction shall be conducted on a specific web portal meant for this purpose.
- ii. The Reverse Auction may be conducted by the Bank itself or through a System Integrator specifically identified/ appointed/ empanelled by the Bank.

**h. PROXY BID:**

- i. A proxy bid is one where bidder can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is decrementally reached by other bidders.
- ii. When proxy bid amount is reached, the bidder has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.
- iii. Since it is an English auction with no ties, two bidders submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.
- iv. During training, the issue of proxy bidding will be clarified in detail by the System Integrator.

**i. TRANSPARENCY IN BIDS:**

- i. All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.



**j. MASKING OF NAMES:**

- ii. Names of bidders shall be masked in the Reverse Auction process and bidders will be given dummy names.

**k. START PRICE:**

- i. Bidders will fill the unit cost of the line items mentioned in Appendix 1 Form 02 of RFP before the start of the bidding time as mentioned in clause no. f of this document. Once the bidding time starts the system will show the total value (D) as per Appendix 1 Form 02 of RFP. This total value is taken as the start price of the bidding process.

**l. DECREMENTAL BID VALUE**

- i. The bidders shall be able to bid only at a specified decrement value and not at any other fractions. The Bid decrement value shall be Rs.----/-.
- ii. The bid decrement value shall be in multiples of Rs. ----/-.
- iii. The web portal shall display the next possible decremental value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level).
- iv. Decremental value will be appropriated across the line items of Format 5 (BOM) of RFP proportionately by the system.

**m. REVERSE AUCTION PROCESS:**

- i. The procurement process shall be completed through a single Reverse Auction.
- ii. The Bank shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.
- iii. The successful bidder shall submit a confirmation of acceptance of the last bid price of auction within 30 minutes of closing of the auction to Bank either through Fax or E-Mail. The successful bidder has to submit the final bill of material as per Appendix 1 Form 02 of RFP duly signed by the authorized official to Bank within 2 hours of close of auction by mail / fax.
- iv. In the event of circumstances like no power supply, system problem, loss of internet connectivity, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc., the bidder has to ensure that they are able to convey their bidding price to the System Integrator by way of FAX, who will upload the Faxed price online on behalf of the bidder and confirm the receipt of FAX to the System Integrator. This shall be done before the closure of bid time. The bidder has to ensure that the sufficient time is given to the System Integrator to upload the faxed prices online. In case the required time is not available with the System Integrator at the time of receipt of fax message, the System Integrator will not be uploading the prices. It is thus requested from the bidders not to wait till the last moment to quote their bids so as to avoid any such complex situation.

**n. EXPENDITURE ON REVERSE AUCTION:**

- i. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process. The cost of digital certificate has to be borne by the bidder only.
- ii. Bidders shall participate in the training or mock auction at their own cost.

**o. CHANGES IN BUSINESS RULES:**

- i. Any changes made in Rules for Reverse Auction shall be uploaded on the Website of Bank and will be informed to the eligible bidders before commencement of Reverse Auction.

**p. OTHER INSTRUCTIONS:**

- i. No bidder shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the bidder / bidders concerned from the reverse auction process.
- ii. Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.
- iii. Neither Bank nor System Integrator can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc.

**q. ERRORS AND OMISSIONS:**

- i. On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Business Rules, the decision of the Bank shall be final and binding on all concerned.

**Terms and conditions of Reverse Auction:**

- a) Each bidder will get a unique User Id and Password and bidders are requested to change the Password after the receipt of initial Password from the System Integrator. All bids made from the User ID given to the bidder will be deemed to have been made by the bidder.
- b) The auction type is English Reverse No Ties.
- c) The duration of Auction will be of 30 minutes. If some bidder is bidding during the last 5 minutes of Auction closing, the Auction time will get extended for another 5 minutes from the time of the last accepted bid. Such extension will be allowed to continue till no bid is placed within 5 minutes of the last quote of such extended time. Total number of the extensions is restricted to maximum 10.
- d) Auto-bid feature will be enabled from the start time of bidding. This feature will be explained during training to the bidders.
- e) Central Bank of India reserves the right to reject any or all the bids without assigning any reason whatsoever.

- f) There shall be no variation between the on-line bid value and signed document to be submitted by the L1 bidder.
- g) Bidding will be conducted in Indian Rupees (INR).
- h) The bidder has to quote the total cost of items mentioned in Annexure 5 of RFP (Line item Nos 1 and 2). Bank will arrive at TCO as per the format mentioned in the Annexure 5 after closure of bidding.
- i) The TCO arrived by the Bank after closure of reverse auction is final and shall be accepted by the L1 bidder.
- j) The bids (Commercials) shall be firm for a period as specified in RFP and shall not be subjected to any change whatsoever.
- k) Bidder has to submit acceptance to the terms and conditions of Reverse Auction and required compliance and other formats as mentioned in this document along with technical bids.
- l) Bidder is not required to submit commercial bids in hard copy in a separate cover as mentioned in RFP **CO: TXN-BKG:2018-19:3 dt. 27.08.2018** as Bank has decided to adopt Reverse Auction process for finalization of the bidder for placing the order.
- m) Only those bidders who are technically qualified and competent to provide the required solution as per RFP **CO: TXN-BKG:2018-19:3 dt. 27.08.2018** are only eligible to participate in Reverse Auction Process.
- n) All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process.
- o) All other terms and conditions of the RFP no. **CO: TXN-BKG:2018-19:3 dt. 27.08.2018** remain unchanged.

**COMPLIANCE AGREEMENT**

**FORMAT 6.12A**

We communicate our unconditional acceptance to the following terms and conditions of RFP **CO: TXN-BKG:2018-19:3 dt. 27.08.2018** for participating in the E Procurement Auction (Reverse Auction):

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. **CO: TXN-BKG:2018-19:3 dt. 27.08.2018** for “RFP for **Design, development, integration & implementation Unified Mobile Application**” in connection with the reverse auction event held by CENTRAL BANK OF INDIA & to be conducted by \_\_\_\_\_.
2. We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of CENTRAL BANK OF INDIA.
3. We agree that we are deemed to have accepted the auction rules on participation at the bid event. CENTRAL BANK OF INDIA will make every effort to make the bid process transparent. However, the award decision by CENTRAL BANK OF INDIA would be final and binding on us.
4. It has brought to our attention that the bid event will be primarily only for price discovery. We have communicated our acceptance to the terms and conditions of RFP **CO: TXN-BKG:2018-19:3 dt. 27.08.2018**
5. We agree not to divulge either our bids or those of other Service Providers to any other external party.
6. We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of CENTRAL BANK OF INDIA, bid process, bid technology, bid documentation and bid details. CENTRAL BANK OF INDIA TENDER documents remain the property of CENTRAL BANK OF INDIA and all Service Providers are required to return these documents to CENTRAL BANK OF INDIA upon request.
7. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of \_\_\_\_\_ or CENTRAL BANK OF INDIA. However every effort will be made to ensure availability of technology resources to enable continuous bidding.
8. \_\_\_\_\_ does not take responsibility beyond the bid event. Order finalization and post order activities such as shipment, payment, warranty etc would be transacted directly between us and CENTRAL BANK OF INDIA.
9. CENTRAL BANK OF INDIA’s decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance, Online Auction Results and Actual Compliance of Agreed Specifications. However, Auction result is a critical factor in the decision-making process.
10. Our participation in a bid event is by invitation from CENTRAL BANK OF INDIA. Any other Service Providers, including those registered on \_\_\_\_\_ do not automatically qualify for participation.
11. Pseudonyms (aliases) will be assigned to respective Service Providers just before the

commencement of the bid event. These are not to be disclosed before, during or after the bid event.

12. Splitting of the award decision over a number of Service Providers or parts or over time (as in the case of staggered deliveries) will be at CENTRAL BANK OF INDIA's discretion.
13. Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid by \_\_\_\_\_ in consultation with CENTRAL BANK OF INDIA. The decision of CENTRAL BANK OF INDIA would be final and binding on all bidders.
14. CENTRAL BANK OF INDIA has the right to decide to extend, reschedule, cancel or re-open the auction.
15. We shall indemnify and hold \_\_\_\_\_, its subsidiaries, its successors and assigns, officers, employees and agents harmless from any direct or indirect loss or damage and or claims for personal injury or property damage caused by any manufacturing defect in the Products or by our negligent or fraudulent act, omission or willful misconduct or breach of any term of this Agreement.
16. \_\_\_\_\_, any of its related companies, any of its owners, employees or other representatives will not be liable for damages arising out of or in connection with the use of the website. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages and claims of third parties.
17. \_\_\_\_\_ does not guarantee continuous, uninterrupted or secure access to its services, and operation of the site may be interfered with by numerous factors outside of \_\_\_\_\_'s control.
18. Please note that CENTRAL BANK OF INDIA may consider debarring a Service Provider in the event the Service Provider violates terms and conditions mentioned in this compliance agreement.
19. We have read the CENTRAL BANK OF INDIA technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.
20. Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.

We agree to have read and understood the Compliance Agreement in its entirety and agree to abide by this Statement.

**Name:**  
**Designation:**

**Stamp:**  
**Place:**

**Date:**  
**Organization:**

**Signature:**

<b>Engagement of Vendor for End to End Management of Loyalty Program</b>	 <b>सेन्ट्रल बँक ऑफ़ इंडिया Central Bank of India</b>
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**Format 6.13  
Compliance Statement**

To.  
Deputy General Manager  
Transaction Banking Department  
Central Office,  
Sorabji Bhawan, Fort, Mumbai - 40021

**Reg.: RFP for Engagement of Vendor for End to End Management of Loyalty Program**  
**Ref: Your RFP Ref CO: TXN-BKG:2018-19:3 dt. 27.08.2018**

Declaration

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

Compliance	Description	Compliance (Y/N)	Remarks / Deviations
Terms and Conditions	We hereby undertake and agree to abide by all The terms and conditions including all Annexures, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of bids), notwithstanding whether those terms & conditions as given in RFP are getting reflected or not in application/undertaking being submitted to Bank.		
Technical Specifications	We certify that the services offered by us for tender confirms to the Scope of Work specifications stipulated by you except the following deviations.		
Scope of Work	As detailed in the RFP		
Eligibility Specifications	We hereby undertake that we comply with all the terms & conditions as given in RFP, to be eligible for bidding process, whether those terms & conditions are getting reflected or not in application/ undertaking being submitted to Bank by us.		

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

**Date**

**Signature with Name & Seal**

**Designation**



**PART 7 - SCHEDULE OF DATES, AMOUNTS ETC. (SDA)**

7.1	Bid Security Amount	Rs. 5,00,000/-
7.2	Bid Validity Up to	180 days from the last date Stipulated. For receipt of responses to the Bid
7.3	Period within which Performance Security or Amendment thereto is to be submitted by the Successful Bidder upon notification of Award Of Contract	15 days
7.4	Period within which the Successful Bidder should Sign the Contract after receipt of the Form of Contract.	7 days
7.5	Period of Contract (from the Date of Award of Contract )	3 Years
7.6	Performance Security Amount	Amount (in Rs) 50 Lacs
7.10	Required period of validity of the Performance Security	36 months
	Period within which Bank will return the Performance Security subject to terms mentioned in clause 4.6.4	

\*\*\*\*\*

**End of Document**