



Central Bank of India  
Human Capital Management Department  
Recruitment & Promotion Division

Tender Reference No. CO:HCM:R&P:2024-25:93

Request for Proposal (RFP)

**Empanelment of training institutes/universities to provide an initial training and also providing Post- Graduate Diploma in Banking & Finance to trainees which is to be absorbed in the Bank subject to terms and conditions.**

**Dated: August 2, 2024**

## **DISCLAIMER**

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

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of empanelment process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank after completion of the empanelment process as detailed in this document. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of the Bank with the successful Bidder. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Bidders should conduct their own investigations & analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary, obtain independent advice.

The Bank makes no representation or warranty and shall incur no liability under any law, statute, rule or regulation as to the accuracy, reliability or completeness of this RFP. Central Bank of India in its absolute discretion, but without being under any obligation to do so, may update, amend or supplement the information in this RFP.

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## SECTION 1:

### LETTER OF INVITATION

1. Central Bank of India (the Bank) invites proposals from reputable training institutes or universities recognised by University Grant Commission of Government of India (UGC/AICTE/NAAC accreditation) for empanelment to provide an initial training program and a Post-Graduate Diploma in Banking & Finance.
2. A successful bidder will be empanelled under the eligibility criteria / Technical evaluation Method with weightages of (70% for technical evaluation and 30% for presentation) and/or as per procedures described in the Request for Proposal (RFP).
3. The content of this RFP details out all that may be needed by the potential bidders to participate in the bidding process.
4. The Tenders may be submitted not later than 3:00 pm on August 30, 2024 on the <https://centralbank.abcprocure.com/EPROC/>

RFP Number	CO/HCM/R&P/2024-25/93
RFP Issuance Date	August 2, 2024
Cost/Fees of RFP	Rs 2,000/- ( Rupees Two Thousand Only ) including taxes.
Last date of written request for clarifications before the Pre-bid meeting	August 9, 2024, 3:00 pm Clarifications specifically indicating the RFP page number & clause number to be mailed <a href="mailto:cmrnp@centralbank.co.in">cmrnp@centralbank.co.in</a> <a href="mailto:smcornp@centralbank.co.in">smcornp@centralbank.co.in</a> <a href="mailto:managerrnp@centralbank.co.in">managerrnp@centralbank.co.in</a>
Mode of Bidding/ Submission of Response	All bids, have to be submitted on-line at <a href="https://centralbank.abcprocure.com/EPROC/">https://centralbank.abcprocure.com/EPROC/</a>
Pre- Bid Meeting	August 16,2024, ( Timing to be announced later) Venue: Central Bank of India, Chandermukhi, Nariman Point, Mumbai - 400021
Time and Date of Opening of Technical Bids	To be announced later
Method of Tender	Through e- tendering
Validity Period of the Bid	180 days from the last date of receipt of RFP response
Performance Guarantee	10% of the contract value
Earnest Money Deposit	Rs 10,000.00

Yours faithfully,

Poppy Sharma  
General Manager- HCM  
Central Bank of India.

## SECTION 2:

### KEY DATES

#### 2.1 Key Dates

2.1.1. Key information on the RFP Response submission is as follows:-

RFP Number	CO/HCM/R&P/2024-25/93
RFP Issuance Date	August 2, 2024
Cost/Fees of RFP	Rs 2,000/- ( Rupees Two Thousand Only ) including fees.
Last date of written request for clarifications before the Pre-bid meeting	August 9 , 2024, 3:00 pm Clarifications specifically indicating the RFP page number & clause number to be mailed <a href="mailto:cmrnp@centralbank.co.in">cmrnp@centralbank.co.in</a> <a href="mailto:smcornp@centralbank.co.in">smcornp@centralbank.co.in</a> <a href="mailto:managerrnp@centralbank.co.in">managerrnp@centralbank.co.in</a>
Mode of Bidding/ Submission of Response	All bids have to be submitted on-line at <a href="https://centralbank.abcpocure.com/EPROC/">https://centralbank.abcpocure.com/EPROC/</a>
Pre- Bid Meeting	August 16,2024, ( Timing to be announced later) Venue: Central Bank of India, Chandermukhi, Nariman Point, Mumbai - 400021
Date of Placing replies to Queries /Clarifications/Corrigendum on Bank's Website	August 20, 2024
Last Date of Submission of RFP Response ( Closing Date )	August 30, 2024, 3:00 pm
Time and Date of Opening of Technical Bids	To be announced later
Time and Date of Technical Presentations	To be announced later
Method of Empanelment	Technical evaluation
Governing Language of the Tender and Assignment	English
Currency	INR
Validity Period of the Bid	180 days from the last date of receipt of RFP response
Performance Guarantee	10% of the contract value
Earnest Money Deposit	Rs 10,000.00

Transaction Fees	Payment of Transaction Fee as mentioned in the RTGS/NEFT details are given below: Account No: 3288988578 IFSC Code: CBIN0281067 Account Name: CO HRD MPT IRP & \RNP Joint AC
RFP Co-ordinator	Mr. Ashok Kumar Chief Manager- HCM (R&P) 8170937068; <a href="mailto:cmrnp@centralbank.co.in">cmrnp@centralbank.co.in</a>  Mr. Nikhil Raj Management Specialist- HCM (R&P) 7854808150; <a href="mailto:managerrnp@centralbank.co.in">managerrnp@centralbank.co.in</a>

The dates mentioned above are tentative and the Bidder acknowledges that it cannot hold the Bank responsible for any revision in these dates. The shortlisted Bidders would be communicated the exact date of presentation and they should remain prepared for a presentation at short notice.



## SECTION 3:

### TERMS OF REFERENCE

#### 3.1 Introduction:-

- The Central Bank of India (CBI), through its Human Capital Management Department, is inviting proposals from reputable training institutes and universities for empanelment to provide an initial training program and a Post-Graduate Diploma in Banking & Finance to candidates. The CBI is committed to enhancing the skills and knowledge of its incoming workforce to meet the challenges of an evolving financial landscape. This initiative is part of a broader strategy to maintain high standards of excellence and integrity within the banking industry.

The empanelled institutes will be responsible for delivering high-quality education and training to candidates, equipping them with the necessary skills and knowledge for successful careers in banking and finance. The empaneled institutes/ universities will prepare candidates for absorption into various roles within the bank. This program is designed to comply with directives from the Central Vigilance Commission and prepare trainees for absorption into the banking sector. **The experience of bidder may include integrated experience with previous company or previously amalgamated company.**

#### 3.2 Objective:-

The primary objective of this RFP is to empanel reputable training institutes/ universities that can:

- Offer comprehensive training and education to meet the specific needs of the banking sector, ensuring that all trainees are well-prepared for their roles within the bank.
- Provide and impart comprehensive training in banking and finance related knowledge.
- Offer a PGDBF degree that is recognized and valued in the banking industry.
- Ensure high standards of education and training through qualified faculty and state-of-the-art facilities.

#### 3.3 Scope of Work:-

**The empanelled institutes/ universities will be responsible for:**

- Design and deliver a one-year PGDBF program in consultation with the bank.
- Provide a detailed curriculum covering various aspects of banking and finance.
- Ensuring that the course content is up-to-date with current banking regulations and technologies.
- Employing experienced faculty members (minimum 20 permanent members on roll) and guest lecturers from the banking sector.
- Offering state-of-the-art training facilities and resources for atleast 500 candidates at a time.
- Conduct assessments, exams, and evaluations to ensure the quality and effectiveness of the training for atleast 500 candidates at a time.
- Integrate practical and theoretical learning components that reflect the latest trends in banking.
- Offering career support and guidance to ensure successful absorption into the bank.
- Make arrangement for accommodations facility along with safety & security of the candidates for atleast 500 candidates at a time.
- Compliance with all relevant legal and regulatory requirements.

#### 3.4 Proposal Content:-

The proposals should include:-

- Cover Letter:** A letter of intent indicating the institute's interest in participating. A proposed timeline for implementation for completeness of the project.

2. **Institute Profile:** Detailed information about the institute, including history, financial reports, mission, and vision. A detailed description of the institution's experience in providing similar training and education.
3. **Curriculum and Course Structure:** A comprehensive outline of the PGDBF program, including subjects, modules, and duration. Methodologies for teaching and assessment
4. **Faculty Details:** Information about the faculty members (minimum 20 permanent faculty members on roll) and guest lectures, their qualifications, and experience.
5. **Infrastructure:** Details of the facilities like accommodation, food, recreational, infrastructure and educational resources available at the institute.
6. **Past Performance:** Evidence of past performance, including placement records and success stories.
7. **Accreditation and Recognition:** Proof of accreditation and recognition by relevant authorities.

### 3.5 Project Management:-

The project should also describe the institution's approach to manage this project; including

- i) Timelines of completion of various module of Banking & Finance.
- ii) The organization structure of the team managing this project,
- iii) Risk Management strategies and contingency plans.
- iv) Provisions for scalability and potential expansion of the programme
- v) Ability to adapt the curriculum to changes in regulation and banking services.
- vi) Compliance with all legal and regulatory requirements.

### 3.6 Facilities to be offered by training institutes/university:-

#### 3.6.1 Teaching Methodology:

- **Classroom Lectures:** Classroom lectures are to be conducted by experienced faculty members with expertise in banking & finance.
- **Case Studies:** Solving case studies for analyzing real-life cases to understand the practical implications of theoretical concepts.
- **Group Discussions:** Fostering peer learning and critical thinking through group discussion and debates.
- **Workshops and Seminars:** Inviting industry experts to conduct workshops and seminars on relevant topics.
- **Simulations:** Use of financial simulations to simulate real-world scenarios and decision-making.

#### 3.6.2 Assessment Methods:

- **Continuous Assessment:** There should be continuous assessment through **assignments, quizzes and presentations** throughout the course.
- **Examinations:** Written examinations are to be conducted at the end of each trimester to assess understanding of course materials.

#### 3.6.3 Resource and Facilities:

- **Library:** The institute/university should provide access to comprehensive collection of banking and finance literature, online journals, etc.

- **Computer Labs:** The institute/university should be equipped with financial software and tools for hands-on practice like B@ncs24, Excel, etc.
- **Online Learning Platform:** The institute/university should supplement its classroom program with online resources, lectures and discussion forums.

### 3.7 Other Facilities to be provided by the Institutes/University

- **Accommodation Options:**  
The institute/university should provide accommodation options (for atleast 500 candidates at a time) to the candidates enrolled in the course. The institute offering separate accommodation for ladies and gentlemen shall be given preferences.
- **Safety and Security:**  
The institute/university shall ensure the safety and security of students by implementing measures such as 24/7 security personnel, CCTV surveillance, secure access control systems, and emergency response control systems.
- **Hygiene and Cleanliness:**  
The institute/university shall have to maintain a high standard of hygiene and cleanliness throughout the residential facility including cleaning of common rooms, bathrooms and laundry facilities.
- **Nutritious Food Options:**  
The institute/university shall provide nutritious and hygienic food options through on-site cafeterias, or dining halls, catering to different dietary preferences and requirements.
- **Recreational Facilities:**  
The institute/university shall provide options for recreational facilities such as common rooms, TV lounges, sports facilities, gymnasiums, and outdoor spaces for relaxation and leisure activities.
- **Internet Connectivity:**  
The institute/university shall provide internet connectivity throughout the residential facility, enabling students to access online learning resources, communicate with peers and instructors and stay connected with family and friends.
- **Study and Academic Support:**  
The institute/university should provide a conducive environment for studying and academic support including quiet study areas, libraries, computer labs and tutoring services.
- **Community Building Activities:**  
The institutes/university shall organize community-building activities, social events and cultural programs to foster a sense of belongingness and camaraderie among students living in the residential facility.
- **Accessibility and Inclusivity:**  
They should ensure accessibility and inclusivity for students with special needs, providing facilities and accommodations that meet their requirements.
- **Environment Sustainability:**  
The institute/university implementing eco-friendly practices and initiatives within the residential

facility, such as energy-efficient lighting, waste recycling programs, and water conservation measures shall be given preference.

## SECTION 4:

### STANDARD INSTRUCTIONS TO BIDDERS

#### 4.1 Preface

The Bank intends to empanel a "Institute/university" to provide initial training and also providing Post-Graduate Diploma in Banking & Finance to trainees who are to be absorbed in the bank subject to terms and conditions. To know more about the Bank please visit the official website [www.centralbankofindia.co.in](http://www.centralbankofindia.co.in)

#### Standard Instructions

- 4.1.1 Bidders shall bear all costs in connection with the preparation and submission of their Bids.
- 4.1.2 The Bank may accept or reject any Tender in its discretion and may ask for any additional information or vary its requirements, add to or amend the terms, procedure and protocol set out in RFP for bonafide reasons. Further the Bank hereby reserves its right to annul the empanelment process at any time prior to the contract award without incurring any liability towards the bidders
- 4.1.3 The prospective bidders are expected to examine all instructions, forms, terms, requirements, and other information in the RFP document. Failure to furnish all information required as mentioned in the RFP document or submission of a Tender not substantially responsive to the RFP document in every respect will be at the prospective bidder's risk and may result in rejection of the Tender.

#### 4.2 Bid Processing Fee/Application Fee

Cost of RFP document is INR 2,000/- (Rupees Two Thousand only). While downloading the RFP Document from the Internet (website of Central Bank of India), the prescribed amount towards the cost of Application Document should be paid by the Applicant along with the submission of the Application response. The Cost of RFP / Application document is non-refundable

The RTGS / NEFT details are given below.

Account No: 3288988578 IFSC Code: CBIN0281067

Account Name: CO HRD MPT IRP & RNP Joint AC

##### 4.2.1 RFP document fee is waived off under following considerations:

- In accordance with Government of India guidelines, Micro and Small Enterprises are eligible to get tender documents free of cost and also exempted from payment of earnest money deposit upon submission of copy of valid MSME certificate.
- Start-ups (which are not MSEs) are exempted only from Bid security amount.

##### 4.2.2 Applications without the payment of amount towards the cost of Application Document / non submission of MSME / Start-up Certificate shall be rejected. The Cost of RFP / Application document is non-refundable.

##### 4.2.3 The details of the transaction viz. scanned copy of the receipt of making transaction is required to be uploaded on e-tendering portal at the time of "final online bid submission".

### 4.3 Earnest Money Deposit

- 4.3.1 The Bidders must submit an Earnest Money deposit of INR 10,000 (Rupees Ten Thousand only) along with the submission of the RFP cost.
- 4.3.2 Unsuccessful Bidder's EMD will be discharged / refunded not later than 30 days from the date of empanelment of successful bidder.
- 4.3.3 The successful Bidder's EMD will be discharged only after signing of the contract papers.
- 4.3.4 MSME firms are exempted from submitting the EMD on production of the MSME certificate.
- 4.3.5 The EMD shall be forfeited in the following:
- If a bidder withdraws the bid after the final date or during the period of Bid Validity.
  - Or in case of a successful Bidder, if the Bidder fails to accept the engagement offer.

### 4.4 Performance Security

For the due performance of the assignment in accordance with the terms and conditions will be specified in the RFQ.

### 4.5 Authorization of Signatory

- 4.5.1 The Bid may be signed either by the Principal Officer of the entity or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Representative or the Principal Officer. The Principal Officer/ authorized representative of the entity shall sign the Tender and also initial all pages of the Tender. All the pages of the response are to be numbered. The number should be unique across the document. The authorization shall be in the form of a written power of attorney, the proof of the ability of the signatory to bind the Bidder, shall be enclosed to the Bid
- 4.5.2 Bid document shall be signed in full & official seal/stamp should be affixed. All such signatures shall be supported by a rubber stamp impression of the Bidder's firm/company.
- 4.5.3 The proposal must be accompanied with undertaking letter duly signed by the authorized signatory as per the Annexure I, Annexure VIII and Annexure IX on the letterhead of the bidder firm/company only. The letter should also indicate the complete name and designation of the authorized signatory of the Bidder.

### 4.6 Only One Tender:-

An entity can submit only one Tender. The Tender should be on a solo basis and not as part of a consortium. If an entity submits more than one Tender, all such Tenders shall be disqualified.

### 4.7 Conflict of Interest:-

Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Bank, or that may reasonably be perceived as having this effect. Failure to disclose the said situations may lead to the disqualification of the bidder or the termination of its Contract.

### 4.8 Submission of Tenders:-

- 4.8.1 The original Tender, to be marked "ORIGINAL" in all pages/sheets, shall contain no interlineations

or overwriting, except as necessary to correct errors made by the bidders themselves. The person who signed the Tender must initial such corrections.

4.8.2 The Tender shall be "Technical bid" containing all details of the Tender .

4.8.3 Technical bid shall be submitted online at the e- procurement site <https://centralbank.abcprocure.com/EPROC/>:

#### 4.9 Bid/Offer:-

4.9.1 This is an e-Tender. Only electronic submission of bid on the e-tendering website is required to be done within the timelines specified. Hardcopies to be submitted as and when asked by the Bank.

4.9.2 The Bid / Offer should be complete in all respects and contain all information asked for in this document.

4.9.3 The Bidders are expected to examine all terms and instructions included in the RFP. Failure to provide any requested information in this RFP will be at bidder's own risk and may result in the rejection of their proposal.

4.9.4 The Bank may, at its discretion, extend this deadline for submission of bids by amending the RFP Document.

4.9.5 The Bid / Offer/RFP signed by the authorized signatory submitted by bidder will be reviewed and if it is as per prescribed format then only bid will be opened and evaluated. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this RFP document shall be short-listed for Engagement.

4.9.6 In addition to the Bid/ offer, the following documents are to be submitted online at the e- procurement site <https://centralbank.abcprocure.com/EPROC/>:

- Annexure I: Letter of Acceptance
- Annexure II: Bidder's Profile Format
- Annexure III: Eligibility Criteria
- Annexure IV: Compliance to RFP terms & Conditions
- Annexure V: Technical Specifications
- Annexure VI: Details of Previous Assignments
- Annexure VII: Company's Panel Member for the Project
- Annexure VIII: Declaration for Compliance
- Annexure IX: Undertaking by Bidder
- Annexure X: Confidentiality / Non-Disclosure Agreement
- Annexure XI: Bid – Query Format
- Annexure XII: Declaration for DPDP Act
- Annexure XIII: Know Your Employee (KYE) Clause
- Annexure XIV: Certification of RFP Cost Waiver for MSME/NSIC Firms/companies
- Annexure XV: Integrity Pact
- Annexure XVI: Authorization letter/ Authorized Signatories
- Annexure XVII: List of documents

4.9.7 The Bid should be signed by the authorized signatory of the bidder. A power of attorney/authorization letter/board resolution to that effect shall be submitted by the bidders and should be uploaded online on portal along with bid.

- 4.9.8 All the annexures should be submitted in letter head of bidder duly signed with seal/stamp of the firm/company. (All these documents are to be filed in one file). Copies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexures and other claims made by the Bidder are also to be uploaded separately.
- 4.9.9 All the pages in RFP are to be submitted in the technical bid duly signed with firm's /company's stamp/seal.
- 4.9.10 The bidder should ensure that all the annexures should be submitted as prescribed by the Bank. In case it is not in the prescribed format, it is liable to be rejected.
- 4.9.11 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 4.9.12 The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users, or other similar features of a bidder.
- 4.9.13 The Bank reserves the right to disqualify the bidder/(s) if the bidder/(s) have earlier failed to complete any project in Central Bank of India in stipulated time.
- 4.9.14 The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidders. Notification of amendments/corrigendum will be made available on the Bank's website (<https://www.centralbankofindia.co.in>) and will be binding on all bidders and no separate communication will be issued in this regard. 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. No post bid clarification of the bidder shall be entertained.

#### **4.10 Instructions to Bidders – e-tendering**

##### **4.10.1 Online Registration for first time bidders**

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

#### 4.10.2 Registration Process for Bidders

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

**TABLE A :**

Bid Submission Mode	<a href="https://centralbank.abcprocure.com/EPROC">https://centralbank.abcprocure.com/EPROC</a> Through e- tendering portal (Class II or Class III Digital Certificate with both Signing & Encryption is required for tender																				
Support person and phone number for e-tender service provider for any help in accessing the website and uploading	Support person and phone number for e-tender service provider for any help in accessing the website and uploading the tender documents or any other related queries e-Procurement Technologies Limited Technical Support Team  <table border="1"> <thead> <tr> <th>Sr. No</th> <th>Name</th> <th>Mobile No.</th> <th>Email ID</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Utkarsh Pal</td> <td>6352632098</td> <td><a href="mailto:utkarsh@eptl.in">utkarsh@eptl.in</a></td> </tr> <tr> <td>2</td> <td>Mubassera Mansuri</td> <td>7859800621</td> <td><a href="mailto:mubassera@eptl.in">mubassera@eptl.in</a></td> </tr> <tr> <td>3</td> <td>Sandhya Vekariya</td> <td>6352631968</td> <td><a href="mailto:sandhya@eptl.in">sandhya@eptl.in</a></td> </tr> <tr> <td>4</td> <td>Trupti Patel</td> <td>6352631766</td> <td><a href="mailto:trupti.p@eptl.in">trupti.p@eptl.in</a></td> </tr> </tbody> </table>	Sr. No	Name	Mobile No.	Email ID	1	Utkarsh Pal	6352632098	<a href="mailto:utkarsh@eptl.in">utkarsh@eptl.in</a>	2	Mubassera Mansuri	7859800621	<a href="mailto:mubassera@eptl.in">mubassera@eptl.in</a>	3	Sandhya Vekariya	6352631968	<a href="mailto:sandhya@eptl.in">sandhya@eptl.in</a>	4	Trupti Patel	6352631766	<a href="mailto:trupti.p@eptl.in">trupti.p@eptl.in</a>
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Note: Please note that the Support team will be contacting through email and wherever required through phone call as well. Depending on nature of assistance, support team will contact on priority basis. It will be very convenient for bidder to schedule their online demo in advance with support team to avoid last minute difficulties.

- 4.10.3 All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
- 4.10.4 BIDS PLACED BY BIDDER: The bid of the bidder will be considered as an offer to sell. The Bids once made by the bidder cannot be cancelled. The empaneled vendor / bidder is bound to perform the services as per the RFP document, whenever the work arises during their contract period. If vendor/ bidder fails to do so, the Bank reserves the right to take suitable action including but not limited to not allowing to participate for 2 years in the processes of the Bank.



#### 4.11. Preparation & Submission of Bids

The Bids (Technical Eligibility) shall have to be prepared and subsequently submitted online only. Bids not submitted ONLINE shall be summarily rejected. No other form of submission shall be permitted.

##### Do's and Don'ts for Bidder

- Registration process for new Bidder's should be completed at the earliest.
- The e-Procurement portal is open for upload of documents with immediate effect. Hence Bidders are advised to start the process of upload of bid documents well in advance.
- The Bidder have to prepare for submission of their bid documents online well in advance.
- The upload process of soft copy of the bid documents requires encryption (large files take longer time to encrypt) and upload of these files to e-procurement portal depends upon bidder's infrastructure and connectivity.
- To avoid last minute rush for upload, the bidder is required to start the upload for all the documents required for online submission of bid one week in advance.
- Bidder to initiate upload of few documents during the start of the RFP submission and any help required for uploading the documents / understanding the system should be taken up with e- procurement service provider well in advance.
- Bidder should not raise request for extension of time on the last day of submission due to non-submission of their Bids on time, quoting any reason whatsoever, as the Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.
- Bidder should not raise request for offline submission or late submission since only online e-Procurement submission is accepted.
- Part submission of bids by the Bidder's will not be processed and will be rejected.

#### 4.12 Terms & Conditions of Online Submission

Bidders shall bear the cost of registration on the Bank's e-tendering portal. Rules for web portal access are as follows:

- 4.12.1 Bidder should be in possession of CLASS II or CLASS III-Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm to Bank.
- 4.12.2 Bidders at their own responsibility are advised to conduct a mock drill by coordinating with the e-tender service provider before the submission of the technical bids.
- 4.12.3 E-Tendering will be conducted on a specific web portal as detailed in (schedule of bidding process) of this RFP meant for this purpose with the help of the Service Provider identified by the Bank as detailed in (schedule of bidding process) of this RFP.
- 4.12.4 Bidders will be participating in E-Tendering event from their own office / place of their choice. Internet connectivity /browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
- 4.12.5 In the event of failure of their internet connectivity (due to any reason whatsoever) the service

provider or the Bank shall not be responsible.

- 4.12.6 In order to ward-off such contingent situation, the Bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the E-Tendering successfully.
- 4.12.7 However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations.
- 4.12.8 Failure of power at the premises of bidders during the E-Tendering cannot be a valid reason for not participating in the E-Tendering.
- 4.12.9 On account of this, the time for the E-Tendering cannot be extended and the Bank shall not be responsible for such eventualities.
- 4.12.10 Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Tendering irrespective of the cause.
- 4.12.11 Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.
- 4.12.12 Utmost care has been taken to reduce discrepancy between the information contained in e-tendering portal and this tender document. However, in the event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.
- 4.12.13 Bidders are advised to attach all eligibility criteria documents with the Annexures in the technical bid.

#### **4.13 Guidelines to Bidders on the operations of Electronic Tendering System of Central Bank of India**

##### **4.13.1 Pre-requisites to participate in the Tenders**

- Registration of Bidders on Electronic Tendering System on Portal of the Bank: The Bidders Not Registered in Central Bank of India and interested in participating in the e-Tendering process of CBI shall be required to enroll on the Electronic Tendering System.
- To enroll Bidder has to generate User ID and password on the <https://centralbank.abcprocure.com/EPROC>
- Registration of New Bidders:  
<https://centralbank.abcprocure.com/EPROC/bidderregistration>
- The Bidders may obtain the necessary information on the process of Enrolment either from Helpdesk Support Team: 079-68136815, 9879996111 or may download User Manual from

Electronic Tendering System for CBI. i.e. <https://centralbank.abcprocure.com/EPROC>

##### **4.13.2 Preparation of Bid & Guidelines of Digital Certificate**

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

- The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.
- Bid data / information for a particular Tender may be submitted only using the Digital Certificate.
- Certificate which is used to encrypt the data / information and Signing Digital Certificate to sign the hash value during the Online Submission of Tender stage. In case, during the process of preparing and submitting a Bid for a particular Tender, the Bidder loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online. Hence, the Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.
- In case of online tendering, if the Digital Certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that effect.
- User to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same firm is required to authorize) to use the digital certificate as per Indian Information Technology Act, 2000 and subsequent amendments thereto.
- Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authorized User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Central Bank of India as per Indian Information Technology Act, 2000 and subsequent amendments. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub-Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.
- The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.
- The bidder should Ensure while procuring new digital certificate that they procure a pair of certificates (two certificates) one for the purpose of Digital Signature, Non-Repudiation and another for Key Encryption.

#### **4.13.3 Recommended Hardware and Internet Connectivity**

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

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

## Toolbar/Add on/ Pop up blocker

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

### 4.13.4 Online Viewing of Detailed Notice Inviting Tenders

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

### 4.13.5 Online submission of Tender

Submission of Bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of the Bank. The templates may be form based, extensible tables and / or unloadable documents. In the form based type of templates and extensible table type of templates, the Bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool.

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

#### Notes:

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

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

#### Steps to encrypt and upload a document:

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

#### Note:

The Bank or e-Procurement Technologies Limited shall not be liable or responsible in any manner whatsoever for any failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, or any other unforeseen circumstances before or

during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. Bidder can fix a call with support team members in case guidance is required by calling on numbers mentioned in "TABLE A" above.

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

#### **4.13.6 Close for Bidding:-**

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

#### **4.13.7 Online Final Confirmation:-**

After submitting all the documents bidders need to click on Final Submission of Tender stage to be completed by the Bidders has lapsed, the Tender will be closed by the Tendering Authority.

#### **4.13.8 Short listing of Bidder for RFP:-**

The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents, will shortlist the Bidders who are technically eligible for empanelment process. The shortlisted Bidders will be intimated by email.

#### **4.13.9 Technical Presentation:-**

The Bidders, who are eligible as per eligibility criteria, will be invited for presentation. Technical score will be summation of Technical evaluation and Presentation, bidders who score less than 70 Marks will be technically disqualified, details of technical evaluations are mentioned in section 6.

#### **Tender Schedule (Key Dates)**

- The Bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.
- At the sole discretion of the Bank, the time schedule of the Tender stages may be amended.

#### **4.14 RFP Clarifications**

Queries / clarifications will not be entertained over phone. All queries and clarifications must be sought in writing or sent to [cmrnp@centralbank.co.in](mailto:cmrnp@centralbank.co.in) with subject **RFP for Empanelment of training institutes/universities to provide initial training and also providing Post- Graduate Diploma in Banking & Finance to trainees** as per the date given in the IMPORTANT DATES & INFORMATION section of this RFP document.

4.14.1 The Bidder is requested to collate and submit queries together to seek clarifications/responses from Bank as per Annexure XI. Bidders are requested to visit Bank's website ([www.centralbankofindia.co.in](http://www.centralbankofindia.co.in)) for clarifications and other communications.

- 4.14.2 Any modification of the RFP, which may become necessary as a result of the queries, shall be made available by the Bank exclusively through the issue of Corrigendum on Bank's website ([www.centralbankofindia.co.in](http://www.centralbankofindia.co.in))
- 4.14.3 Bidders are required to direct all communications related to this RFP to [cmrnp@centralbank.co.in](mailto:cmrnp@centralbank.co.in). The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Bidders in the manner specified. No post bid clarification of the bidder shall be entertained.
- 4.14.4 No query / suggestion shall be entertained after the opening of bid. The Bank is not bound to reply the queries not pertaining to this RFP. Replies shall be at Bank's discretion. The Bank's replies shall be final and acceptable to all bidders.

#### 4.15 Rejection of Bid

The Bid is liable to be rejected if:

- 4.15.1 The document does not bear signature of authorized signatory in each page and duly stamped.
- 4.15.2 It is received through Fax/E-mail/Courier/Post.
- 4.15.3 It is received after the expiry of the due date and time stipulated for Bid submission.
- 4.15.4 Incomplete Bids, including non-submission or non-furnishing of requisite documents/ Conditional Bids / Bids not conforming to the terms and conditions stipulated in this RFP are liable for rejection by the Bank.
- 4.15.5 It is evasive or contains incorrect information.
- 4.15.6 Any form of canvassing / lobbying /influence/ query regarding short listing, status, etc. will be a disqualification.
- 4.15.7 Bidder should comply with all the points mentioned in the scope of work. Non compliance of any point will lead to rejection of the bid.
- 4.15.8 Bids not submitted online.

#### 4.16 Other Terms and Condition of RFP

- 4.16.1 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to empanel a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 4.16.2 By submitting a proposal if found suitable, the empaneled bidder/ vendor agrees to contract with the Bank for the work awarded work order/purchase order..
- 4.16.3 The terms and conditions as specified in the RFP and addendum (if any) thereafter are final and binding on the bidders. In the event the bidder is not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms or conditions proposed by the bidder would be rejected unless expressly agreed to in writing by the Bank.
- 4.16.4 The empaneled Bidder/vendor must strictly adhere to the timelines or lead times identified in the RFP & SLA. Failure to meet these timelines, unless it is due to reasons entirely attributable to the Bank, may constitute a performance breach of the empaneled vendor's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the empaneled Bidder/vendor's inability to meet the established timelines or any other reasons attributing to the empaneled vendor, then that vendor will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar services.

- 4.16.5 The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the solution to be supplied in response to this RFP shall meet the proposed bidders requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the services and are required for proper performance or provision of the services in accordance with this RFP, they shall be deemed to be included within the scope of the services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.
- 4.16.6 The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- 4.16.7 This tender document may undergo change by either additions or deletions or modifications before the last date and time of submission by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The addendums, if any, shall be published on Bank's website.
- 4.16.8 The Bank reserves the right to extend the dates for submission of responses to this document.
- 4.16.9 Bidders shall have the opportunity to clarify doubts pertaining to the tender document in order to clarify any issues they may have, prior to finalizing their responses. All queries to be submitted as per Bid query format in Annexure XI. Responses to inquiries and any other corrections and amendments will be published on Bank's website in the form of addendum to tender document. The bidder, who posed the question, will remain anonymous.
- 4.16.10 Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- 4.16.11 The Bank shall be under no obligation to accept any offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions.
- 4.16.12 The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users or other similar credentials of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to bidder.
- 4.16.13 If the Bank is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the technical bids of such bidders will not be short-listed for further

evaluation. No further discussions shall be entertained with such bidders in respect of the subject to technical bid.

4.16.14 The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

4.16.15 The price payable to the Bidder shall be inclusive of carrying out any modifications changes / upgrades to the application and other software that is required to be made in order to comply with any statutory or regulatory requirements or any industry- wide changes arising during the subsistence of the contract/ agreement, and the Bank shall not pay any additional cost for the same. The Bidder needs to provide the details about all such items considered in the RFP.

4.16.16 It is important to note that the Vendor/ Bidder, who are found successful and will be engaged with the Bank need to abide by the terms & conditions of SLA & Purchase order document.

#### **4.17 Delays in the Performance**

- For the due performance of the assignment in accordance with the terms and conditions specified in RFQ.

#### **4.18 Modifications and Withdrawals of Bid**

4.18.1 The bidder may modify its bid's submission anytime by logging in to the website <https://centralbank.abcprocure.com/EPROC/> and uploading the documents again till last date and time of bid submission. Only the latest bid and the documents uploaded in the website till the last date of submission will be taken for evaluation.

4.18.2 No bid can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of bids.

4.18.3 No bid shall be withdrawn in the intervening period between deadline for submission of bids and expiration of period of bid validity. In the event of withdrawal of the bid by bidders, defaulting bidder will be suspended from participating in future tenders of the Bank and Earnest Deposit Money submitted by them will be forfeited.

#### **4.19 Ownership and Retention of Documents**

- All information processed, stored, or transmitted by the successful Bidder in the application process shall belong to the Bank. By having the responsibility to maintain the application, 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. ,
- Any information considered sensitive by the Bank must be protected by the successful Bidder from unauthorized disclosure, modification or access.



#### 4.20 Period of Bid Validity

- The Bank reserves the right to call for fresh Bids at any time during the Bid validity period if considered necessary. Bid shall remain valid for duration of 180 days from Bid submission date. Bid valid for shorter period is liable to be rejected by the Bank as non- responsive.
- In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.

#### 4.21RFP Response

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

Bid properly documented should be uploaded on e-Procurement site <https://centralbank.abcprocure.com/EPROC/> within stipulated date & time mentioned in the RFP.

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

## SECTION 5

### ELIGIBILITY CRITERIA

#### 1. Eligibility Criteria for the Bidder:

The following eligibility criteria will be applied to short-list the bidders for technical evaluation:-

S.I. No.	Broad Categories	Sub-Category	Description
1.	General Requirements	Legal Entity	The bidder must be a registered legal entity in India with a minimum of 1-2 years of operational expertise. The bidder must adhere to ethical practices and integrity in all dealings.
		Accreditations	The bidder should have necessary accreditations from recognized bodies such as UGC, AICTE, or NAAC or any equivalent regulatory authority. The bidder should not have been blacklisted by any government or private organization.
		Financial Stability	The bidder should have a positive net worth and an average annual turnover of at least INR 10 crore in the last two financial years.
2.	Experience & Expertise	Relevant Experience	The bidder should have at least 3 years of experience in providing training and educational programs in the banking and financial sector. <b>The experience of bidder may include integrated experience with previous company or previously amalgamated company.</b>
		Past Projects	The bidder should have successfully executed at least two similar projects in the past five years, preferably with government or reputed private organizations.
		Faculty & Trainers	The bidder should have a team of qualified and experience trainers with a minimum of five years of experience in the relevant fields. (Minimum 20 faculty on payroll)
3	Infrastructure and Resources	Training Facilities	The bidder should possess or have access to the state-of the –art training facilities equipped with modern teaching aids and resources.
		Technical Infrastructure	Availability of robust IT infrastructure to support online and offline training modules, including Learning Management Systems.

		Study Material	Capability to develop comprehensive and updated study material and resources for PGDBF courses.
		Hostel Accommodation	Availability of Hostel accommodation facility for accommodating at least 500 candidates at a time (preferably separate accommodation for boys and girls).
		Canteen/Food Facility	The institute/universities should provide the facility of breakfast, lunch, snacks and dinner for the candidates enrolled in the course.
4	Compliance Certification and	Regulatory Compliance	The bidder must comply with all regulatory requirements as per Bank's norms.
		Certifications	The university having NAAC or equivalent accreditation is preferable
		Quality Assurance	The bidder should have a documented Quality Assurance process in place for continuous improvement and adherence to standard.

- i) No relaxation in eligibility criteria will be allowed to any bidder
- ii) The companies or firms bidding should not have been blacklisted or debarred by any Government Authority or Public Sector Undertakings (PSUs). The bidder shall give an undertaking ( on letter head), as per Annexure IX, that it has not been blacklisted by any Government, Authority or PSU. In case, in the past, the name of the company has been blacklisted by any Government authority or PSU, it must have been removed from the black list as on date of submission of the bid..
- iii) The bidder is required to provide documentary evidence fulfilling the eligibility criteria on firm/company's letter head with supporting documents for the points mentioned in the table above and undertaking letter as per Annexure IX duly signed by the authorized signatory.
- iv) Bidders are required to provide duly authenticated supporting documents like company's MOA, AOA, Certificate of incorporation, certificate of business commencement, Registered Partnership Deed, GST Registration, PAN, audited balance sheet, P&L account statement, purchase order/work order, work experience certificate, GST Returns, etc. The documents are required to be signed by the authorized signatory of the company with the company's seal/stamp.

Documentary proof for pre-qualification criteria is essential without which the Tender will be rejected.

## SECTION 6

### TECHNICAL ELIGIBILITY CRITERIA

#### Technical Evaluation Criteria:

- The Bank will set up an Evaluation Committee.
- The Evaluation Committee shall evaluate the Technical Bids only for those bidders who satisfy the eligibility criteria as referred in this document. The technical bids will be evaluated on the basis of their responses specified in this document. Evaluations will be based on documentary evidence submitted by the bidder with respect to evaluation criteria demonstrating its technical capabilities and competence.
- Each responsive bid will be given a technical score. A bid shall be rejected at this stage if it does not respond adequately to aspects of the RFP or if it fails to achieve the minimum technical score indicated in this document. The Technical bids which are unsigned and incomplete shall not be evaluated.
- During the process of evaluation of the technical bid, the eligible bidder will be required to make presentation on its Tender covering Experience/ Technical bid including Implementation Methodology, Team Composition, Work Schedule and Activity Schedule.
- The date and time of the presentation will be intimated individually to the bidders.
- The technical capabilities and competence of the potential Firm reflected in the technical Tender made available should be consistent with the presentation to be made before the committee.
- Technical Bids of only those bidders will be evaluated, who qualify the minimum eligibility criteria.. The committee can lower this minimum score to ensure that at least two bidders qualify for the empanelment.
- Technical evaluation of the eligible potential Firms will be as per the criterion furnished below:-

S. No.	Particulars	Maximum Score
1.	Legal Entity- Company Should be registered legal entity in India and minimum 5 years of operational experience	10
2.	Average annual turnover of at least INR 10 crore in the last three financial years.	10
3.	Number of Professional trained for BFSI industry	20
4.	Accrediations from recognized bodies such as UGC, AICTE or equivalent regulatory bodies	10
5.	Final Presentation – Action Plan for execution of Scope of Work	50

Technical Presentation of the eligible potential Firms will be as per the criterion furnished below:-

S. No.	Evaluation Criteria	Maximum Score
1.	<b>Company Profile and Experience</b> <ul style="list-style-type: none"><li>• Relevant Experience</li><li>• Previous Engagements in Providing Training</li><li>• Client References</li></ul>	10
2.	<b>Methodology and Approach</b> <ul style="list-style-type: none"><li>• Innovativeness and Effectiveness</li><li>• Understanding of Project Scope</li><li>• Curriculum &amp; Content Delivery Method</li><li>• Accrediation &amp; Certification</li></ul>	10
3.	<b>Technology/Other Infrastructure</b> <ul style="list-style-type: none"><li>• e-learning platforms/ Virtual Classrooms</li><li>• In-app learning &amp; digital learning tools</li><li>• Internet Connectivity</li></ul>	10
4.	<b>Accomodation/Food Facilities</b> <ul style="list-style-type: none"><li>• Residential Accomodation for Trainees</li><li>• Food Facility including breakfast, lunch, snacks and dinner</li><li>• Availability of Recreational Facilities like gym, playgrounds indoor &amp; outdoor.</li></ul>	10
5.	<b>Compliance and Confidentiality</b> <ul style="list-style-type: none"><li>• Adherence to Legal and Ethical Standard</li><li>• Data Protection Measures</li></ul>	10

\*Note:- Technical Score will be summation of Technical Summation Committee (T.E) and Presentation (P). The Bank reserves the right to finalize the scores from the available bid documents and presentations made by the bidder and the Bank decision on Technical Evaluation shall be final. Final scoring will be done up to two decimal points.

## SECTION 7

### BID CRITERIA

#### Evaluation Criteria

- After the technical evaluation is completed, the qualified bidders shall be informed about the engagement of empanelment on e-Procurement site <https://centralbank.abcprocure.com/EPROC/>
- Empanelment proposals shall be submitted online on e-Procurement site <https://centralbank.abcprocure.com/EPROC>
- The Bidder must take care in filling information in the Technical Offer, to ensure that there are no typographical or arithmetic errors.

## SECTION 8

### GENERAL TERMS & CONDITIONS

The contents of this Section has to be read along with the contents of other sections

#### 8.1 No Legal Relationship

No binding legal relationship will exist between the Bank and any of the Bidders until written acceptance of the bid and notification of award.

#### 8.2 Evaluation of Offers

8.1.1 By mere submission of bid under this RFP, each such Bidder acknowledges and accepts that the Bank may, in its sole and absolute discretion apply such additional criterion as it deems fit to assess the suitability of the Bidder including, without limitation, selection criteria set out in this RFP document. For the said purpose, the Bank may rely on information that it may procure from any source apart from the information and details furnished by the Bidder.

8.1.2 The Recipient unconditionally acknowledges for submitting its response to this RFP that it has not relied on, or induced any idea, information, statement representation given in this RFP document.

#### 8.3 Disclaimer

Subject to any law contrary, and to the maximum extent permitted by Law, the Bank and its Executives, Senior Advisors, Advisors, Employees, Contractors and Agents disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecast, statements, estimates or projections contained in this RFP document or conduct ancillary to it, whether or not the loss or damage arises in connection with negligence, omission, default, lack of care or misrepresentation on the part of the Bank or any of its Executives , Senior Advisors, Advisors, Employees, Contractors and Agents.

#### 8.4 Notification

8.4.1 The Bank will notify the outcome of the RFP evaluation process by publishing the same on its website under link for "Tenders".

8.4.2 The Bank is not obliged to provide any reasons while communicating the outcome.

## 8.5 No Contact Period

8.5.1 From the time the Bids are opened and up to the time the Contract is awarded, the bidders shall not contact the Bank on any matter, where direct or indirect intention is to influence the process of Bid. Any effort by bidder to influence those connected with the process, may result in the rejection of the bidder's Tender

## 8.6 Confidentiality

8.6.1 Information relating to evaluation of Bids and recommendations concerning awards shall not be disclosed to the bidders who submitted the Bids or to other persons not officially concerned with the process. The undue use by any bidder of confidential information related to the process may result in rejection of its Tender and adversely affect its future prospects. All information/ documents/ deliverables collected during the process will be the property of the Bank and all information/ documents/ deliverables collected during the assignment will be the property of the Bank.

## 8.7 Adherence to Terms and Conditions

8.7.1 The Bidders who wish to submit responses to this RFP should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the Bidder, such responses may be disqualified and such bidders may not be considered for the selection process.

## 8.8 Other Terms and Conditions

### 8.8.1 The Bank reserves the right to:

- Reject any and/or all responses (bids) received in response to the RFP, in part or in full, and to cancel the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability towards the Bidders or any obligation to inform the affected Bidder or Bidders on the grounds for the Bank's action or without assigning any reasons, whatsoever.
- Modify the RFP / bidding document / any clause (including evaluation criteria) as deemed necessary in the process, at any time before the opening of technical bid. The Bank may extend the deadline for submission of the bids.
- Waive or change any formalities, irregularities, minor infirmity, non- conformity, or inconsistencies in Tender format delivery or in the bid which does not constitute a material deviation.
- To negotiate any aspect of Tender with any Bidder and negotiate with more than one Bidder at a time after the RFP closes to improve upon or clarify any response or bid Tender.
- Share the information/clarifications provided in response to RFP by any Bidder, with any other Bidder(s)/others, in any form.

## 8.9 Price Discussion

**8.9.1 No Commercial quotes are to be submitted for this RFP. Commercial quotes shall be obtained during the RFQ stage based on specific project requirements from Empanelled vendors.**

**8.9.2 The Bank shall be under no obligation to accept the lowest or any other offer received in response to this notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. The Bank may abort the entire process at any stage without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Bank's action. The dispute redressal mechanism addressed in interpretation related issues shall be followed in case of dispute.**

## 8.10 Single Point of Contract

8.10.1 The empaneled Bidder should have its own registered office in India and has to provide details of single point of contact viz. name, designation, address, e-mail address, telephone/ mobile no. etc. It will be preferable to have the single point of contact in Mumbai.

## 8.11 Adherence to Standards

8.11.1 The empaneled Bidder should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. The Bank reserves the right to ascertain information from the other entities to which the Bidders have rendered their services for execution of similar nature.

## 8.12 Charges Term

8.12.1 By submitting the Bid, the Bidder will be deemed to have accepted all the terms and conditions mentioned in the RFP document.

## 8.13 Professionalism

8.13.1 The empaneled Bidder should provide professional, objective and impartial advice at all times and hold the Bank's interest paramount and should observe the highest standard of ethics, values, code of conduct, honesty and integrity while executing the assignment.

## 8.14 Applicable Law and Jurisdiction of Court

8.14.1 The contract with the empaneled Bidder shall be governed in accordance with the Laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at Mumbai.

## 8.15 Erasers or Alterations

8.15.1 Corrections / alterations should be properly authenticated by the authorized person in the same way as he/she has signed the bid documents failing which the bid will be rejected. The Bank may, at its sole discretion, waive any minor non conformity, or irregularity in the bid, which does not constitute a material alteration. Bids once submitted cannot be modified



## **8.16 Right to Reject Bids**

8.16.1 The Bank reserves the absolute and unconditional right to reject any bid offer in response to this RFP if it is not in accordance with the requirements specifically stated in this document and no correspondence will be entertained by the Bank in the matter.

## **8.17 Assignment**

8.17.1 Neither the contract nor any rights granted under the contract can be sold, assigned, or otherwise transferred, in whole or in part, by the empaneled Bidder without advance written consent of the Bank. Any such sale, assignment or otherwise transfer shall be void and be of no effect. The empaneled Bidder shall not subcontract or permit anyone other than its personnel in the bid document to perform any of the work, service or other performance required of the empaneled Bidder under the contract. Tenders with any breach will be disqualified at the evaluation stage itself.

## **8.18 Non- Solicitation**

8.18.1 The empaneled Bidder, during the term of the engage and for a period of one years thereafter shall not without the express written consent of the Bank, directly or indirectly recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee of Bank or engaged in any capacity, by the Bank in rendering services in relation to the contract; or induce any person who shall have been an employee or associate of the Bank at any time to terminate his/her relationship with the Bank.

## **8.19 No Employer-Employee Relationship**

8.19.1 The empaneled Bidder or any of its holding/subsidiary/joint- venture/affiliate/group/client companies or any of their employees/ officers / staff / personnel /representatives /agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees / officers / staff / representatives/ personnel / agents.

## **8.20 Vicarious Liability**

8.20.1 The empaneled Bidder shall be the principal employer of the employees, agents, contractors, sub-contractors etc., engaged by the empaneled Bidder and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the empaneled Bidder, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the empaneled Bidder shall be paid by the empaneled Bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the empaneled Bidder's employees, agents, contractors, subcontractors etc.

8.20.2 The empaneled Bidder shall agree to hold the Bank, its employees, successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of empaneled Bidder's employees, agents, contractors, subcontractors, etc.

## 8.21 Cancellation of Contract and Compensation

8.21.1 The Bank would provide 30 days' notice to rectify any breach/unsatisfactory progress, if the empaneled Bidder commits a breach of any of the terms and conditions of the RFP/contract. The Bank reserves the right to cancel the contract of the empaneled Bidder and recover expenditure incurred by the Bank in any of the following circumstances:

- 8.21.1.1 The empaneled Bidder becomes insolvent or goes into liquidation voluntarily or otherwise.
- 8.21.1.2 An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- 8.21.1.3 The progress regarding execution of the contract, made by the empaneled Bidder is found to be unsatisfactory.

## 8.22 Dispute Resolution

8.22.1 If a dispute, controversy or claim arises out of or relates to the contract, or breach, termination or invalidity thereof, and if such dispute, controversy or claim cannot be settled and resolved by the Parties through discussion and negotiation, then the Parties shall refer such dispute to sole Arbitrator appointed mutually by the bank & the empaneled vendor. The arbitration proceedings shall be conducted in English and a written Arbitral Award shall be prepared. The decision of the Arbitrator shall be final and binding upon the Parties, provided that each Party shall at all times be entitled to obtain equitable, injunctive or similar relief from any court having jurisdiction in order to protect its intellectual property and confidential information. The venue of the arbitration shall be Mumbai. The arbitration proceeding shall be held in accordance with the Arbitration and Conciliation Act, 1996 as amended till date.

## 8.23 Corrupt and Fraudulent Practice

8.23.1 It is expected that Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of the contracts.

“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 Bank and includes collusive practice among consultant (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.

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

8.23.3 The Bank reserves the right to declare an entity ineligible, either indefinitely or for a stated period of time as per the Bank's discretion, 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.

**8.24 Other Terms and Conditions:-**

- 8.24.1 The empanelment will be awarded for a period of three year, subject to renewal based on performance.
- 8.24.2 The empaneled institute/university will be required to adhere to all guidelines set forth by the Central Vigilance Commission.
- 8.24.3 The Central Bank of India reserves the right to reject any or all proposals without explanation.

## ANNEXURES

### (Letter to the Bank on the bidder's letterhead)

#### Annexure I

#### Letter of Acceptance

To

**The General Manager –HCM**

**Central Bank of India,**

**17th Floor, Central Office Chander Mukhi Building,**

**Nariman Point, Mumbai - 400021**

**Dear Ma'am,**

We, the undersigned, having read each and every content of the Request for Tender document, offer our services for empanelment as a **“Institute/universities”** to provide training and offer a Post Graduate Diploma in Banking and Finance (PGDBF) degree for a duration of one year, in conformity in its entirety with your Request for Tender. We are hereby submitting our Tender, which includes documents that demonstrate our eligibility, the Technical Tender.

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original RFP issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our Tender or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding onus.

We undertake the total responsibility for engagement of empanelment, if awarded to us.

We hereby declare that all the information and statements made in this Tender are true and accept that any misrepresentation contained in it may lead to our disqualification.

We confirm that we have not made any changes in the templates provided as part of the RFP process, except for filling in appropriate columns.

We confirm that our Organization has not been black listed/ debarred by any Government or Regulatory bodies in India and overseas.

We confirm that our Organization does not have any pecuniary liability nor any judicial proceedings or any restraint restricting us in fulfilling the services.

Our Organization is neither owned nor controlled by any Director or Employee (or Relatives) of

the Central Bank of India, both present and those who have retired/resigned in the last one year.

We understand that the Bank is not bound to accept any Tender it receives.

We hereby enclose:

- i. a copy of *<Incorporation/ Registration Certificate required or equivalent documentation relevant to the entity>*, to prove that our Organisation has registered and practicing in India at least for the last five years.
- ii. A copy of *<Articles of Association or equivalent documentation relevant to the entity>* to prove that your Organisations business includes training services to BFSI sectors
- iii. A certificate from our organisations Statutory Auditor/Chartered Accountant indicating the annual turnover in each of the previous 3 consecutive financial years specifically and unequivocally attributable to background verification services.
- iv. Certified copies of Audited Financial Statements (and Annual Reports, if applicable) for the last two financial years with audit reports and notes on accounts indicating *interalia* the networth of the firm.

Yours faithfully,

Place:

Date:

For \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Authorized Signatories

(Name & Designation, seal/stamp of the firm/company)

**\* NB: Authorization in form of Power of Attorney is required on a non-judicial Stamp Paper.**

**Annexure II**

**Bidder's Profile Format  
(To be submitted by Bidder on letter head)**

Serial No.	Parameters	Response	
1	Name of the <b>Institute/universities</b>		
2	Year of Incorporation in India / Date of Partnership Deed Execution		
3	Names of the Partners/Directors		
4	Name and Address of the Principal Banker		
5	Addresses of Firm/Company		
	a) Head Office		
	b) Local Office in Mumbai (if any)		
6	Authorized Contact person		
	a) Name and Designation		
	b) Telephone Number/Mobile no.		
	c) E-mail ID.		
7	Financial parameters		
	Business Results (last four FYs)	Annual Turnover(Rs. In lacs)	EBITDA (Rs. In lacs)
	2023-24(unaudited)		
	2022-23		
	2021-22		
	2020-21		
	(Only firm/company figures need to be mentioned. Not to include group/subsidiary Company figures)	(Mention the amount in INR only)	

Empanelment of training institutes/universities to provide an initial training and also providing Post- Graduate Diploma in Banking & Finance to trainees which is to be absorbed in the Bank subject to terms and conditions.

Tender ref: CO/HCM/R&P/2024-25/93



**N.B. Enclose copies of Audited Balance Sheet along with enclosures**

Dated this..... Day of.....2023

(Signature)

(In the capacity of)

Duly authorized to sign bid with seal/stamp for & on behalf of (Name & Address of the Bidder)

### Annexure III

#### Eligibility Criteria (To be submitted by Bidder )

The following eligibility criteria will be applied to short-list the bidders for technical evaluation:-

S.I. No.	Broad Categories	Sub-Category	Description
1.	General Requirements	Legal Entity	The bidder must be a registered legal entity in India with a minimum of 1-2 years of operational expertise. The bidder must adhere to ethical practices and integrity in all dealings.
		Accreditations	The bidder should have necessary accreditations from recognized bodies such as UGC, AICTE, or NAAC or any equivalent regulatory authority. The bidder should not have been blacklisted by any government or private organization.
		Financial Stability	The bidder should have a positive net worth and an average annual turnover of at least INR 10 crore in the last two financial years.
2.	Experience & Expertise	Relevant Experience	The bidder should have at least 3 years of experience in providing training and educational programs in the banking and financial sector. <b>The experience of bidder may include integrated experience with previous company or previously amalgamated company.</b>
		Past Projects	The bidder should have successfully executed atleast two similar projects in the past five years, preferably with government or reputed private organizations.
		Faculty & Trainers	The bidder should have a team of qualified and experience trainers with a minimum of five years of experience in the relevant fields. (Minimum 20 faculty on payroll)
3	Infrastructure and Resources	Training Facilities	The bidder should possess or have access to the state-of-the-art training facilities equipped with modern teaching aids and resources.
		Technical Infrastructure	Availability of robust IT infrastructure to support online and offline training modules,



			including Learning Management Systems.
		Study Material	Capability to develop comprehensive and updated study material and resources for PGDBF courses.
		Hostel Accommodation	Availability of Hostel accommodation facility for accommodating at least 500 candidates at a time (preferably separate accommodation for boys and girls).
		Canteen/Food Facility	The institute/universities should provide the facility of breakfast, lunch, snacks and dinner for the candidates enrolled in the course.
4	Compliance Certification and	Regulatory Compliance	The bidder must comply with all regulatory requirements as per Bank's norms.
		Certifications	The university having NAAC or equivalent accreditation is preferable
		Quality Assurance	The bidder should have a documented Quality Assurance process in place for continuous improvement and adherence to standard.

**Note: Vendor must comply with the above mentioned criteria. Non-compliance to any of the criteria can entail rejection of the offer. Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria. The Bank reserves the right to verify/evaluate the claims made by the vendor independently. Any misrepresentation will entail rejection of the offer.**

Place

Authorized Signatory

Date

Name & Designation

Business Address and Email Id

**Annexure -IV**

**Compliance to RFP Terms and Conditions  
(To be submitted by Bidder on letter head)**

Sections	Sections Name	Bidder's Compliance (Yes/No)
1	Letter Of Invitation	
2	Key Dates	
3	Terms Of Reference	
4	Standard Instructions To Bidders	
5	Eligibility Criteria	
6	Technical Eligibility Criteria	
7	Bid Criteria	
8	General Terms and Conditions	
9	Annexures	

Place

Authorized Signatory

Date

Name & Designation

Business Address and Email Id

**Annexure -V**

**Technical Specification**

**(To be submitted by Bidder on letter head)**

<b>S. No</b>	<b>Technical Requirement</b>	<b>Compliance (Yes/No)</b>
1.	The empaneled vendor would be required to submit documents "To provide an initial training program and a Post-Graduate Diploma in Banking & Finance". The empaneled vendor shall be responsible for execution of entire scope of the RFP.	
2.	The empaneled bidder would understand, collate requirements, on the Bank personnel need to provide an initial training program and a Post-Graduate Diploma in Banking & Finance.	
3.	The empaneled bidder would design and deliver a one-year PGDBF program in accordance with industry standards that aligns with the standards set by the Central Vigilance Commission	
4.	The empaneled vendor will ensure the Offering career support and guidance to ensure successful absorption into the bank.	
5.	The empaneled vendor would adhere to the timelines and requirements of the Bank as per scope of RFP & in future as per RFQ.	

**Place:**

**Date:**

**Authorized Signatory:**

**Name & Designation:**

**Business Address & email id:**

**Annexure VI**

**Details of Previous Assignments**

(To be submitted by Bidder on letter head)

S. No.	Item	Details		
1	Brief Profile of the <b>Institute/universities</b>			
2	Presence in India since			
3	Headquarters			
4	<b>Details of work experience to provide an initial training program and a Post-Graduate Diploma in Banking &amp; Finance.</b> <b>(Please include Name of Organization, Contact Details with phone no &amp; email id, detailsof verification completed)</b>			
	<b>Name of the client Organization</b>	<b>Phone No.</b>	<b>Email Id</b>	<b>No. of candidates trained in the organization</b>
4.a				
4.b				
4.c.				
5	List of Major Clients and length of relationships			
6	Professional Methodologies/ ability to adapt the curriculum to changes in regulations and banking services.			
7	Measurable results that you have achieved in reputed organizations			

**Authorized Signatory:**

**Place:**

**Name & Designation:**

**Date:**

**Business Address & email id:**

**Annexure VII**

**Companies Team for the Project**

**(To be submitted by bidder on letter head)**

Technical/Managerial/Key Personnel Staff

S.No.	Name	Position	Duration of Engagement	Role Description	Nature of Tasks which will be Performed
1					
2					
3					
Cont.					

Guest Staff

S.No.	Name	Position	Duration of Engagement	Role Description	Nature of Tasks which will be Performed
1					
2					
3					
Cont.					

**Authorized Signatory:**

**Place:**

**Name & Designation:**

**Date:**

**Business Address & email id:**

## Annexure VIII

### Declaration for Compliance

**(To be submitted by Bidder on letter head)**

(All Terms and Conditions including scope of work except technical specifications)

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP including all addendum, corrigendum etc. (Any deviation may result in disqualification of bids).

**Signature:**

**Name**

**Date**

**Seal/stamp of company/firm:**

#### **Technical Specification**

We certify that the systems/services offered by us for tender confirm to the specifications stipulated by you with the following deviations

List of deviations

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_

**Signature:**

**Name:**

**Date:**

**Seal/Stamp of company/Firm**

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

## Annexure IX

### Undertaking by Bidder

(To be submitted by Bidder on letter head)

To  
The General Manager  
Human Capital Management  
Central Bank of India

17th Floor, Central Office  
ChanderMukhi Building,  
Nariman Point  
Mumbai -400021

We \_\_\_\_\_ (bidder name), hereby undertake that

We hereby confirm that we agree to all the RFP terms and conditions of the RFP  
\_\_\_\_\_ dated \_\_\_\_\_, it's

Annexures, addendum, corrigendum, and amendments made to the RFP without any pre- conditions. Any presumptions, assumptions, deviations given or attached as part of technical document (technical bid) be treated as null and void.

- We confirm that the undersigned is authorized to sign on behalf of the company and the necessary support documents delegating this authority are enclosed to this letter.
- As on date of submission of tender, we are not blacklisted by the Central Government / any of the State Governments / PSUs in India or any Financial Institution in India.
- We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm/company or in any other way that may affect capability to provide / continue the services to the Bank
- 

Yours faithfully  
Authorized Signatories

Date

(Name, Designation and Seal/Stamp of the Company/Firm)

## Annexure X

### Confidentiality / Non-Disclosure Agreement

This CONFIDENTIALITY AGREEMENT (the “Agreement”) entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2024, and shall be deemed to have become in full force and effect from (the “Effective Date”). By and between M/s. \_\_\_\_\_ a company incorporated under the provisions of the Companies Act, \_\_\_\_\_ in force in India, having its registered office at \_\_\_\_\_ (herein after referred to as “\_\_\_\_\_” or “Vendor” which expression shall, unless it be repugnant or contrary to the context or meaning thereof, mean and include its, successors and permitted assigns) of the ONE PART

AND

Central Bank of India, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at Chandermukhi, Nariman Point Mumbai-400021, with branches spread over India (hereinafter referred to as “Central Bank” or “Bank” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns), of the OTHERPART:

----- and the Bank shall hereinafter jointly be referred to as “Parties” and individually as a “Party”.

In this Agreement, “Affiliate” means any entity which from time to time Controls, is Controlled by or is under common Control with the relevant party or entity, where “Control” means having the ability (including, without limitation, by means of a majority of voting rights or the right to appoint or remove a majority of the board of directors) to control the management and policies of an entity.

WHEREAS:-

i. Vendor inter-alia is engaged in the .

The Bank has agreed to disclose, transmit, receive, and/or exchange certain “confidential information” to cover the business transaction between parties for the provision of services related to “Empanelment of training institutes/universities to provide initial training as mandated by Central Vigilance Commission and also providing degree of Post- Graduate Diploma in Banking & Finance to trainees which is to be absorbed in the Bank subject to terms and conditions.”

” (“the Purpose”) as more particularly described in Purchase Order No. \_\_\_\_\_, issued by Central Bank of India in favor of M/s. \_\_\_\_\_.

NOW THIS AGREEMENT WITNESS:

#### 1. Interpretation

In this Agreement “Confidential Information” means all information belonging to a Party that is or has been disclosed to one Party (the “Receiving Party”) by the other Party (the “Disclosing Party”) in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving Party, 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, (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, or (e) is disclosed pursuant to an order of a 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.



## 2. Confidentiality:

2.1 Except to the extent as agreed herein, the Receiving Party agrees to regard, preserve and keep as secret and confidential all Confidential Information of the Disclosing Party or its clients or any member of their group disclosed under this Agreement. In maintaining confidentiality hereunder the Receiving Party agrees and accepts that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the disclosing party.

- I. Disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or
- II. Use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or
- III. Disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or
- IV. Use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.

2.2 The Receiving Party also agrees and accepts that it may endeavor to:

- I. Use at least the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure;
- II. Keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- III. Limit access to such Confidential Information to those of its (including its Affiliates") directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information in the manner prescribed in this Agreement; and
- IV. Upon discovery of any disclosure or suspected disclosure of Confidential Information, to take reasonable effort as per the circumstances, to inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.

## 3. Return or destruction:

The Receiving Party may, upon completion of the purpose mentioned aforesaid or at any time on receipt of a written demand from the disclosing party: i) immediately return all written Confidential Information and all copies thereof provided to, or produced by, it or its advisers, as the case may be, which is in such party's possession or under its custody and control; ii) to the extent practicable, but without prejudice to the obligations of confidentiality herein, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the other party; iii) so far as it is practicable to do so (but, in any event, without prejudice to the obligations of confidentiality contained in this Agreement), immediately expunge any Confidential Information relating to the Disclosing Party or its clients or any member of their group or their projects from any computer, word processor or other device in its possession or under its custody and control.

## 4. Permitted disclosure:

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly

notify the other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

#### **5. Ownership of Information:**

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

#### **6. No Representation:**

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

#### **7. Remedies and Relief:**

The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favor upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its cost and fees, including Advocate's fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its cost and expenses including Advocate's fees.

#### **8. No Assignment:**

This Agreement shall not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party. This Agreement shall inure to the benefit of and will be binding upon the parties' respective successors and permitted assigns. In a nutshell, the Agreement with successful bidder/s shall binds the heirs, executors, administrators, successors and permitted assigns of the Service Provider with respect to all covenants herein, and cannot be changed except by written agreement signed by both parties. The term "Service Provider " wherever used shall mean and include its employees, agents, subcontractors and representatives and the heirs, executors, administrators, successors and assigns of all such employees, agents, subcontractors and representatives.

#### **9. Severability:**

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

#### **10. Delay or Waiver:**

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non- enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

#### **11. Notices:**

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above

or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

**12. Term:**

This Agreement shall commence from the Effective Date of this Agreement and shall be valid for a period of five years there from. Confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the agreement. Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the one month notice period issued by the non-defaulting Party. 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 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.

**13. Governing Law:**

The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Mumbai.

**14. Indemnity:**

The Receiving Party agree to indemnify and hold harmless the Disclosures against all costs, liability, losses and claims incurred by the Disclosing Party as a result of a breach of this Agreement.

**15. Modification:**

Modification to any of the provisions of this Agreement shall be void unless it is in writing and duly executed by parties.

**16. Headings:**

The headings given herein above are for ease of reference only and shall not attach or have any effect/ meaning whatsoever contrary to what is stated in the agreement.

**17. Counterparts:**

This Agreement has been signed in duplicate, each of which shall be deemed to be an original. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

Signed and delivered by

Signed and delivered by

M/s

Central Bank of India

Signed by:

Signed by:

Name .....

Name .....

Title .....

Title .....

in the presence of

in the presence of

## Annexure XI

### Bid Query Format

(To be submitted by Bidder on letter head)

Bidders have to provide their queries on eligibility criteria, scope of work, terms & conditions etc. in excel format as mentioned below. Bidders are requested to categorize their queries under appropriate headings. Bidders are requested to provide a reference of the page number, state the clarification point and the queries/suggestion/deviation that they propose as shown below (all the queries will be entertained in this Microsoft Excel format by e-mail):

Queries will not be accepted in any other format other than Microsoft Excel.

S.I. No.	Clause No.	Page No.	Clause	Query	Bank Response

Place:

Signature:

Date:

Name & Designation:

Business Address:

## Annexure XII

### Declaration for DPDP Act

(To be submitted by Bidder on letter head)

We the “**Service Provider**” need to comply with the provisions/sections of the Digital Personal Data Protection Act 2023. For clarity, the “**Bank**” shall act as **Data Fiduciary**, and the “**Service Provider**” shall act as **Data Processor** as enshrined under section 8 of the said Act.

**Signature:**

**Name:**

**Date:**

**Seal/stamp of company/firm:**

## Annexure XIII

### Know Your Employee (KYE) Clause

**(Bidder has to submit Undertaking on the company/firm letter head as per format given below)**

1. This KYE clause undertaking ensures that bidder ( \_\_\_\_\_ ), in compliance with the requirement of the RFP issued by Central Bank of India maintains a secure and trustworthy service. This clause aims to verify the qualification and background of all the personnel involved in this project.
2. We undertake and agree to save, defend, and keep harmless and indemnified the Bank against all loss, cost, damages, and claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Bank.
3. We further agree to submit the required supporting documents ( \_\_\_\_\_ ) to Bank before empanelment with Bank for providing an initial training program and a Post-Graduate Diploma in Banking & Finance.

Signature of Competent Authority with firm/ company's seal/stamp

Name of Competent Authority

\_\_\_\_\_

Company / Organization

\_\_\_\_\_

Designation within Company / Organization

\_\_\_\_\_

Date

\_\_\_\_\_

Name of Authorized Representative

\_\_\_\_\_

Designation of Authorized Representative

\_\_\_\_\_

Signature of Authorized Representative

\_\_\_\_\_

Verified above signature

\_\_\_\_\_

Signature of Competent Authority

\_\_\_\_\_

Date

\_\_\_\_\_

**Annexure XIV**

**Certificate for RFP Cost Waiver for MSME/NSIC Firms/companies  
(in Letter head of Chartered Accountant)**

Date:

This is to certify that M/s \_\_\_\_\_, having registered office at \_\_\_\_\_ has made an original investment of Rs. \_\_\_\_\_ /- in \_\_\_\_\_, as per Audited Balance Sheet as on 31.03.2023. Further we certify that the Company is classified under MSME as per MSME Act, 2006.

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

Chartered Accountant

Firm/Company

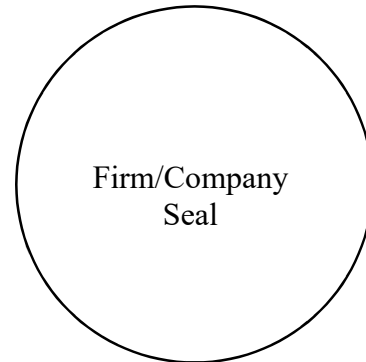
Name

Signature

Name

Reg.No.

VID No.



XXXXXX

## Annexure XV

Tender Ref. No.:

### Integrity Pact

*(Each Participating bidder/s shall submit Integrity Pact as per attached Annexure-XV duly stamped for Rs. 500/- (Five Hundred only) or as per the rates notified at place of execution of agreement. Integrity pact should be submitted by all participating bidders at the time of submission of bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time schedule prescribed by Bank may be relevant ground of disqualification for participating in Bid process).*

#### PRE CONTRACT INTEGRITY PACT

#### 1. GENERAL

1.1 This pre-bid contract Agreement (herein after called the Integrity Pact) is made on \_\_\_\_\_ day of the \_\_\_\_\_ month 2024, between, Central Bank of India, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at Chandermukhi, Nariman Point Mumbai-400021, with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) of the FIRST PART AND

Mr./s. \_\_\_\_\_ represented by Shri \_\_\_\_\_ Chief Executive Officer/Authorised Signatory (hereinafter called the "BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

1.2 WHEREAS the BUYER proposes to procure/engage the services and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the services and

1.3 WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER/ is a private company/ public company/Government undertaking/ partnership/ LLP/registered export agency/service provider/ Institute/ University, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970.

1.4 WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER/ has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Services proposed to be procured by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.

2. NOW, THEREFORE, the BUYER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that



is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

- 2.1 Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service/Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2 Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

### COMMITMENTS OF THE BUYER

3. The BUYER commits itself to the following:-

3.1 The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2 The BUYER will, during the pre-contract stage, treat all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS alike, and will provide to all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS the same information and will not provide any such information to any particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER which could afford an advantage to that particular BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER in comparison to the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS.

3.3. The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the BUYER, the services under the contract would not be stalled.

### 4. COMMITMENTS OF BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

4.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial

benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the BUYER.

4.3. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is the Authorized service having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.6. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.

4.7. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

## 5. PREVIOUS TRANSGRESSION

5.1 The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER declares that no previous transgression occurred in the last two years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5.2. If the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER makes incorrect statement on this subject, BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can be disqualified from the tender/bid process or the contract, if already awarded, can be terminated for such reason.

## 6. EARNEST MONEY (BID SECURITY)

6.1. Every BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER while submitting commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender documents.

6.2. The Earnest Money/Bid Security shall be valid for a period till the complete conclusion of the contractual obligations or for such period as mentioned in RFP/Contract, including warranty period, whichever is later to the complete satisfaction of BUYER.

6.3. In the case of successful BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the BUYER to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER on Earnest Money/Security Deposit for the period of its currency.

## 7. SANCTIONS FOR VIOLATIONS

7.1. Any breach of the provisions herein contained by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. However, the pre contract negotiations proceedings with the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) would continue.

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER

/CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER/SELLER /CONTRACTOR /SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(vii) To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.

(x) Forfeiture of the Performance Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(xi) The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

7.2. The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/ SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined under the Bharatiya Nyaya Sanhita, 2023 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

7.3. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/SELLER /CONTRACTOR. However, the BIDDER/SELLER/CONTRACTOR/SERVICE

PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

## 8. FALL CLAUSE

8.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER / SELLER / CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

## 9. INDEPENDENT EXTERNAL MONITORS

9.1. The BUYER has appointed

- Sri Anant Kumar [mail: anant\_in@yahoo.co.in]
- Sri Jagdip Narayan Singh [mail: jagadipsingh@yahoo.com ]

as Independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.

9.5. As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of the BUYER.

9.6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project/Procurement documentation of the BUYER including that provided by the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER. The BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being /has been submitted by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

9.7. The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an Impact on the contractual relations between the parties. The parties may offer to the Monitors the option to participate in such meetings.

9.8. The Monitors will submit a written report to the BUYER at the earliest from the date of

reference or intimation to him by the BUYER/BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and submit proposals for correcting problematic situations.

#### 10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination,

#### 11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law and the place of jurisdiction is Mumbai.

#### 12. OTHER LEGAL ACTIONS

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

#### 13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 3 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at .....on.....

BUYER

BIDDER\*

Signature:

Signature:

Authorized Signatory,  
(For & On behalf of the Principal)

Authorized Signatory (\*)  
(For & On behalf of Bidder/Contractor)

Central Bank of India,  
.....Department

Date:

Date:

Rubber Stamp:

Rubber Stamp:

Witness

Witness

1.

1.

2.

2.

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

## Annexure XVI

### Authorization letter/Board resolution/Power of Attorney for Authorized Signatories

(To be submitted by Bidder on letter head)

This is to certify that Mr. / Mrs. / Ms. \_\_\_\_\_ designated as \_\_\_\_\_ is authorized personnel by way of resolution passed in Board of Directors Meeting held on dated \_\_\_\_\_ for signing and execution of documents/Agreements on behalf of the Company/Firm/ Institute/ University participating in RFP No. CO/HCM/RNP/ 2024-25/ \_\_\_ dated \_\_\_/\_\_\_/2024 of Central Bank of India.

Date: DD/MM/YYYY

Name of the designated personnel

Designation

Company/Firm's Seal



**Annexure XVII**

**List of Documents to be submitted**

(To be submitted by Bidder on letter head)

Documents to be submitted	Format as per	Attached in Bid (Yes/No)	Page No	
			From	To
RFP Document				
Letter of Acceptance	Annexure I			
Bidder's Profile Format	Annexure II			
Eligibility Criteria	Annexure III			
Compliance to RFP terms & Conditions	Annexure IV			
Technical Specifications	Annexure V			
Details of previous assignments	Annexure VI			
Company's panel member for the project	Annexure VII			
Declaration for Compliance	Annexure VIII			
Undertaking by Bidder	Annexure IX			
Confidentiality / Non-Disclosure Agreement	Annexure X			
Bid Query Format	Annexure XI			
Declaration for DPDP Act	Annexure XII			
Know Your Employee (KYE) Clause	Annexure XIII			
Certification of RFP Cost Waiver for MSME/NSIC Firms/Companies	Annexure XIV			
Integrity Pact	Annexure XV			
Authorization letter/Board resolution/ Power of Attorney for Authorized Signatories	Annexure XVI			
List of Documents	Annexure XVII			

**NOTE:**

- Supporting documents must be attached wherever applicable.
- Relevant document of organization profiles trained by the institute/Universities.
- All pages of bid documents must be signed by authorized person
- All pages of bid documents should be numbered in serial order i.e. 1, 2, 3 and so on.
- The technical bid should be properly numbered to search documents with annexure in starting to explain positioning of documents in bid.

Signature of Authorized Signatory:

Name of Authorized Signatory

Name of the Firm/Company:

Designation:

Stamp/ Seal of the Firm/Compan

Empanelment of training institutes/universities to provide initial training and also providing Post- Graduate Diploma in Banking & Finance to trainees which is to be absorbed in the Bank subject to terms and conditions.

Tender ref: CO/HCM/R&P/2024-25/

