



**Tender Document**

**Tender Reference Number:**

**CO:F&A:GSTCELL:2024-25:01**

***Request for Proposal***

***For***

**Request for Proposal (RFP) for Engagement of Consultant for  
Periodic compliances, advisory & legal services  
Relating to Goods & Service Tax (GST)**

**In**

**CENTRAL BANK OF INDIA**

**Date- 17/05/2024**

**Tender No: - CO:F&A:GSTCELL:2024-25:01**

## DISCLAIMER

This Request for Proposal (RFP) document contains statements derived from information that is believed to be true and reliable at the date obtained. 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 selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection 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 Central Bank of India with the 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. Central Bank of India makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Central Bank of India may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

## GLOSSARY OF TERMS

BOM	Bill of Material
CBS	Core Banking Solution
CGST	Central Goods AND Services Tax
CO	Central Office
GST	Goods and Services Tax
GSTR	Goods and Services Tax Return
IGST	Interstate Goods and Services Tax
ITC	Input Tax Credit
JV	Joint Venture
LBT	Local Body Tax
LD	Liquidity Damage
LOI	Letter of Intent
PBG	Performance Bank Guarantee
PO	Purchase Order
RFP	Request for Proposal
RO	Regional Office
SGST	State Goods and Services Tax
SLA	Service Level Agreement
TCO	Total Cost of Ownership
RRB	Regional Rural Bank

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## 1. INVITATION FOR TENDER OFFERS

Central Bank of India invites online tender offers (technical offer and commercial offer separately) The Bank invites Request for Proposal (RFP) from consultants of repute and proven track record who meets the eligibility criteria given in this RFP for providing consultancy services / knowledge for Service Tax and GST. The Tender document can be downloaded from Bank's website [www.centralbankofindia.co.in](http://www.centralbankofindia.co.in).

### SCHEDULE OF EVENTS:-

<b>Tender Reference</b>	<b>CBI / F&amp;A/GST Cell /2024-25/01 Dated 17/05/2024</b>
Name of RFP	<b>For Engagement of Consultant for periodic compliances, advisory &amp; legal services relating to Goods &amp; Service Tax (GST)</b>
Date of Issuance of RFP	17/05/2024
Cost of Tender Document	<b>INR 5,000/-</b> (Rupees Five Thousand only) (Exempt for Micro and Small Enterprises, upon submission of valid certificate copy)
Earnest Monet Deposit	<b>INR 5,00,000</b> (Rupees Five Lakh only) (Exempt for Micro and Small Enterprises, upon submission of valid certificate copy)
Availability of RFP document for downloading from the Bank's website	17/05/2024
Pre-Bid Queries submission Date	28/05/2024
Date, Time & Venue of Pre-Bid Meeting	30/05/2024 at 03.30 PM at below address
Last Date, Time and Place for receipt of tender offers	14/06/2024 at 03.00 PM at below address
Date, Time and Place of Bid Opening	14/06/2024 at 03:30 PM Finance & Account Department, Floor No.04, Chander Mukhi Building, Nariman Point, Mumbai Pin Code 400021
Date & Time of Reverse Auction	To be notified later to the Eligible Bidders
Address of Communication	Deputy General Manager Central Bank Of India, Finance & Account Department, Floor No.04, Chander Mukhi Building, Nariman Point, Mumbai Pin Code 400021
Contact Name and Telephone Numbers	Sh. Jitendra Kumar Tiwary Mob: 9765318721
Email id	gstcell@centralbank.co.in
Support details of Online Portal facilitator	M/s e-Procurement Technologies Limited <b>Technical Support Team 9081000427/ 9904406300/ 9510812960 / 9510812971 / 9374519729</b>
Website	<a href="http://www.centralbankofindia.co.in">www.centralbankofindia.co.in</a>

## 2. BACKGROUND

### i. Overview of Central Bank of India:

Central Bank of India is one of the leading nationalized Banks of the country and has a national presence through a widespread network of more than 4500 branches and offices spread across the length and breadth of the country. All the bank branches are under Centralized banking Solution. It also has a wide network of more than 4000 ATM(s) spread across the country. Bank has completed 112 years of its service to the Nation and its millions of satisfied customers with technology oriented bouquet of user friendly services and in the field of IT we are known for providing new innovative and customer friendly services.

The Bank also has specialized branches for catering to the specific needs of Retail customers, Industrial units, corporate clients, Forex dealers, Exporters and Importers, Small Scale Industries and Agricultural sector.

Central Bank of India, hereinafter referred to as the Bank, is in process of engagement of consultant for Request for Proposal (RFP) for Engagement of Consultant for periodic compliances, advisory & legal services relating to Goods & Service Tax (GST). Accordingly eligible bidders are invited to participating in the RFP process.

GST administration in the Bank is centralized and GST returns of all States / UTs, GST returns for all States/ UTs, GST payments, availment of Input Tax Credit are being handled from GST cell at Central Office

### ii. About RFP

This Request for Proposal (RFP) has been issued by the Central Bank of India having Central office at Mumbai hereafter referred as Bank, for Engagement of Consultant for Periodic Compliances, Advisory & Legal Services relating to Goods & Service Tax (GST). In order to meet the consultancy requirements, the Bank proposes to invite online Bids from eligible Bidders as per details/scope of work mentioned in this RFP. The interested Bidders who agree to all the Terms & Conditions contained in this RFP may submit their Bids with the information desired in this RFP. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.

### iii. Overview of GST

What is GST:-The Goods and Services Tax (GST), has replaced the State VAT, Central Excise, Service Tax and a few other indirect taxes, is a broad-based, single, comprehensive tax levied on goods and services. It is levied at every stage of the production distribution chain by giving the benefit of Input Tax Credit (ITC) of the tax remitted at previous stages. GST is a destination-based taxation system, where tax is levied on final consumption. The GST is a dual tax with levy by both Central and State tax administrations on the same base.

## 3. OBJECTIVE OF RFP

The purpose of Central bank of India behind this RFP is to seek a detailed technical and commercial proposal for hiring of consultant as desired in this RFP. This RFP document shall not be transferred, reproduced, or otherwise used for purpose other than for which it is specifically issued. Interested Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of providing Services to the bank are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide the proposed Services adhering to Bank's requirements outlined in this RFP.

## 4. ELIGIBILITY CRITERIA OF BIDDERS

A vendor submitting the proposal in response to this RFP shall hereinafter be referred to as Bidder". Interested Bidders, Bid is open to all Bidders who meet the eligibility criteria as provided In **Annexure- C** of this document.

The Bidder has to submit the documents substantiating eligibility and technical criteria as mentioned in this RFP document.

A Bidder applying individually or as an associate shall not be entitled to submit another Bid either individually or through associates, as the case may be:

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

**Note:**

- Attested photocopies of all relevant documents / certificates should be submitted as proof in support of the claims made. The bidder should provide relevant additional information wherever required in the eligibility criteria. The Bank reserves the right to verify /evaluate the claims made by The Bidder independently. Any decision of The Bank in this regard shall be final, conclusive and binding upon the Bidder.
- In case of business transfer where bidder has acquired a Business from an entity (“Seller”), work experience credentials of the Seller in relation to the acquired Business may be considered.
- In-case of corporate restructuring the earlier entity’s incorporation certificate, financial statements, Credentials, etc. may be considered.
- The Bidder can be part of only one bid.
- In case an OEM submits a bid as a Bidder, then the OEM cannot participate through other Bidder’s bids.
- Bidders need to ensure compliance to all the eligibility criteria points.
- The Bidder shall not assign or sub-contract the assignment or any part thereof to any other person/firm without the written consent of the Bank. In any case, the Bidder will be primarily responsible for all the activities under the scope.
- Bank reserves the right to change or relax the eligibility criteria to ensure inclusivity
- Bank reserves the right to verify / evaluate the claims made by the Bidder independently. Any deliberate misrepresentation will entail rejection of the offer.

**5. LAND BORDER SHARING CLAUSE**

The Bidder must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 Order (Public Procurement No. 1), Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020. Bidder should submit the undertaking in this regard and also provide copy of registration certificate issued by competent authority wherever applicable.

Para 1 of Order (Public Procurement No. 1) dated 23-7-2020 and other relevant provisions are as follows:

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority.
- ii. “Bidder” (including the term ‘tenderer’ , ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company , including any member of a consortium or joint venture (that is an association of several persons , or firms or bidders stated hereinbefore, including any agency branch or office controlled by such persons, participating in a procurement process.
- iii. “Bidder from a country which shares a land border with India” for the purpose of this Order means:
  - a. An entity incorporated, established, or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or



- g. A consortium or joint where any member of the consortium or joint venture falls under any of the above.
- iv. The beneficial owner for the purpose of (iv) above will be as under .

1. In case of a company or limited liability partnership, the beneficial owner is the natural person(s). who , whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercise control through other means.

Explanation –

- a. “Controlling ownership interests “ means ownership of or entitlement to more than twenty five per-cent of shares or capital or profits of the company.
  - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder’s agreements or voting agreements.
2. In case of partnership firm, the beneficial owner is the natural person(s), who , whether acting alone or together or through one or more judicial person, has ownership of entitlement to more than fifteen per-cent of capital or profits of the partnership.
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of or entitlement to more than fifteen per-cents of the property or capital or profits of such association or body of individuals.
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person(s), who hold the position of senior managing official.
  5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per-cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An agent is a person employed to do any act for another, or to represent another in dealings with third persons.

## 6. DETAILED SCOPE OF WORK

The GST Consultant agrees and undertakes to provide the following services in connection with Periodic Compliances, Advisory & Legal Services Relating to Goods and Service Tax (GST) and pending matter of Service Tax for bank as a whole. The GST Consultant agrees and undertakes that the overall approach would be complemented with detailed tasks and procedures as elaborated herein below-

### a) **Periodic Compliance:**

1. Reconciliation of Bank trial balance with Sales Register/Sales Extract and the same with report generated from GST Compliance Software.
2. Calculation, review and on-site validation of monthly liabilities viz GST, GST-TDS, State levied special Cess and Input Tax Credit claim of the Bank, including any new Cess or liability imposed by change in law;
3. Preparation, review and on-site validation of existing monthly returns and annual returns, preparation of GSTIN wise P&L Accounts and Balance sheets;
4. Preparation, review and on-site validation of any new return which may be prescribed in future;
5. Preparation of monthly accounting entries including suggestion for changes in system for automatization of entry process.

6. Reconciliation of Bank's GST ledgers with balances in Cash and Credit ledger of GST portal and advising on automatization of reconciliation process;
7. Assist in matching of income and tax liability as per GSTR-1 and GSTR-3B and Input Tax credit as per GSTR-3B and GSTR-2A.
8. Assist in matching income as per Bank's book and income reported to platform developed for centralised collation of data.
9. Advising on determination of Point of Taxation, Place of Provision of Service or any other Rules with respect to Service Tax and GST;
10. Advising on availability or other wise of input credit on various input services / Inputs / Capital goods;
11. Advising the Bank to ensure compliance in various matters including but not limited to Reverse Charge, Input Service Distribution, self-invoicing, intra-bank transactions, matching of input tax credits, related party transaction etc.
12. Implementation and Compliance of Input Service Distribution (ISD) form for Bank as whole.
13. To work in tandem with Information Technology (IT) developers of Bank, inter-alia, to
  - a. Examine the GST functionalities available in existing / future software platforms / applications of the Bank and to provide guidance / assistance to Information Technology team of the Bank for necessary developments / changes in these platforms for proper compliance of GST provisions.
  - b. Review the platform developed for centralised collation of data from all the existing / future applications / software's, engaged in preparation of GST returns which are filed from central location for all the registrations;
  - c. Put in place necessary checks to ensure integrity and completeness of data being received at the centralised platform;
  - d. To continuously review, advise amendments / developments in the software platforms / applications, tax determination platform or any other software being used by the Bank for ensuring compliance with GST and Input Tax Credit provisions.
  - e. To advise amendments / developments in the software platforms / applications, tax determination platform or any other software being used by the Bank for ensuring compliance with changes in GST and Input Tax Credit provisions.
  - f. Review and suggest overall improvement in regulatory compliance including Information Technology system changes

**b) Advisory Services: under Service Tax And GST Laws**

1. Notify the Bank about any amendments in the GST Act and Rules prescribed through Circulars / Notification issued by Govt of India and also advise their implications on the Bank.
2. Advising budget implications on various products of the Bank including changes in Information Technology (IT) software, liability calculation and Input tax credit claims.
3. Study all system of calculation of various liabilities and Input Tax Credit claim of the Bank and suggest on automatization of all the manual processes involved.
4. Quarterly review of all income and expenditure streams of the Bank for advising on applicability of GST liability (e.g. eligibility for export benefit, etc.) and availability of Input Tax Credit benefit to the Bank;
5. Advise on Input Tax Credit matching activity so as to maximise Input Tax Credit benefits of the Bank.
6. Provide opinion / comments / clarifications to Bank on valuation and taxability of various income streams, new products (interest, service charges, fees and commission, etc.) of the Bank;
7. Provide opinions / comments / clarifications sought on various Service Tax and GST issues raised by various departments of Corporate Centre / Branches / Offices and other units of the Bank;
8. Advise various departments of Corporate Centre / Branches / Offices and other units of the Bank in complying with Service Tax and GST related regulations;
9. Provide opinion on valuation and taxability of import and export of services;
10. Provide opinion to the Bank on valuation and availment of Input credit (under Service Tax and GST) on various input services / Inputs / Capital goods availed by the Bank;
11. Review of various circulars to be issued to the Circles / branches in respect of GST related matters.
12. Advise on Vendor management process to ensure that the Bank gets due Input Tax Credit benefits;

13. Provide any other advice to the Bank on any other Service Tax and GST related issues to optimize the Input Tax Credit benefit and ensuring tax compliance;
14. xiv. Advise on budget suggestions required by Ministry of Finance and any other regulatory authorities, e.g. RBI, etc.
15. Provide write ups on matters to be posted to Ministries, various other authorities through IBA, including matters to be posted to IBA only.

**c) Legal Services : Notice Enquiry Audits / Appeals / Assessment Proceedings**

1. Drafting and replying / communications to various letters, enquiries and demand cum show-cause notices received by the Bank in relation to taxation matters along with annexures mentioned in the draft replies must be provided sufficiently before the due date of submission;
2. Drafting and filing appeals in all tax related cases before all the Appellate authorities on behalf of the Bank, provide draft appeals along with annexures at least 10 working days before the due date;
3. Represent the Bank before the Service Tax / GST authorities in connection with the assessment proceedings, resolution of issues raised by them and related matters;
4. Provide opinion / draft replies on the issues raised in various audits conducted by various Regulatory Authorities viz. Central Excise Revenue Audit (CERA), Service Tax / GST Department, CAG, DGCEI, Anti-evasion, High Court and Supreme Court;
5. The Consultant will appear before CESTAT / other Appellate Tribunal on behalf of Bank.
6. The Consultant will Brief and assist the Counsel for appearing before High Court and Supreme Court.
7. Drafting brief for opinion for obtaining advices from senior legal counsels who are not in Bank's panel;
8. Advising in cases where refund becomes due, drafting and filing of refund applications, maintaining case files of refund cases and follow up to complete the refund process;
9. Review of orders passed by the various Revenue authorities, preparation of suitable responses and detailed computation of interest levied and granted by the Assessing Officer/s;
10. Review of Tax orders passed by the High Court or Supreme Court for various assessment years.

**d) Key Professionals and Support Staff to be deputed for the assignment**

1. The GST Consultant shall, for the purpose of rendering the services as aforesaid, employ or engage adequate number of qualified and experienced Chartered Accountants at their own cost.
2. The team shall work for the assignment in the bank for at least 20 days in a month or as per requirement of the assignment, for which decision of Bank shall be final. The consultant will ensure that the team will be not be changed except under very exceptional circumstances and only with prior consent from bank.
3. An indicative list of Minimum Professional staff deployment by Consultant will be as under:-
  - a. One Senior Partner for overall control, coordination, liaison of the said Assignment. He shall have minimum 10 years post qualification experience and successfully handled Indirect taxes (Service Tax/ Goods and services Tax (GST) assignments. He shall visit the Central Office of the Bank at least once in 15 days or as more frequently as may be necessary to evaluate the progress of the work and advise remedial measures if required.
  - b. One or more Qualified Chartered Accountants for overall control, coordination, liaison of the said Assignment. He shall have minimum 3 years post qualification experience Indirect Tax matters (Service tax / Goods and services Tax (GST) particularly in baking industries. He shall be continuously visit at Central Office/DIT for compliance of the assignment as per plans.
  - c. Two other officials must be semi qualified CA's or equivalent, having experience in GST and must be proficient in excel. These officials will have to follow the working hours / working days of the Bank and will have to make their own travelling arrangements
  - d. One person preferably with IT background having experience in GST related works to assist in developing MIS and also in assisting in user acceptance test (UAT) of GST compliance software and IT Solution.
  - e. The decision regarding the structure and tenure/period of deployment of other staff depending on the volume and scope of work will be decided by the Bank and the Consultant mutually which shall be binding on the Consultant.

- f. The Consultant agrees that the above requirements are, however, only indicative and as assessed by the Bank. More staff as may be considered necessary by Central Bank of India for satisfactory management, execution and completion of the entire assignment have to be deputed by the consultant when called upon to do so by the Bank. The decision of Bank in this regard shall be final and binding on the Consultant.
- g. The Consultant specifically agrees that Central Bank of India (CBI) shall have no responsibility for any staff engaged by the Consultant and the said consultant alone shall be responsible as their employer and the said staff shall never claim or hold out themselves as employees of CBI.

(The above list is inclusive and not exhaustive i.e. Terms of reference shall include providing professional assistance for all activities required for due compliance with applicable Service Tax and GST Rules / provisions).

Further, as proposed under GST Regime, compliance is required to be done at State / UT Level. Therefore, the selected consultant is expected to carry out all above functions for each registration that the Bank has obtained or will obtain (i.e. for new State / UT / Vertical) in future.

## **7. PRE-BID MEETING AND QUERIES**

- i. For clarification of doubts of the bidders related to this RFP, the Bank intends to hold a Pre-Bid Meeting on the date and time as mentioned in schedule of Event which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- ii. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in **Annexure-M** by e-mail within the date/time mentioned in the Schedule of Events.
- iii. It may be noted that non-receipt of reply to the queries raised by an interested entity shall not be accepted as a valid reason for non-submission of offer or delayed submission. Similarly, non-reply to any query may not be deemed as an acceptance of the issue by the Bank.
- iv. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.
- v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- vi. Queries received after the scheduled date and time will not be responded/acted upon.

## **8. AMENDMENT TO RFP.**

- i. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum.
- ii. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the Schedule of Events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder.
- iii. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

## 9. CONTENTS OF BID DOCUMENT:

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

## 10. INSTRUCTIONS TO BIDDERS – E TENDERING

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

### i. Registration Process for Bidders:

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

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

Bid Submission Mode. <https://centralbank.abcprocure.com/EPROC> through e-tendering portal (Class II or Class III Digital Certificate with both Signing & Encryption is required for tender participation)  
Support person and phone number for e-tender service provider for any help in accessing the website and uploading the tender documents or any other related queries.

E-Procurement Technologies Limited

Technical Support 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.

Mr. Sujith Nair: 079 68136857 sujith@eptl.in  
Mr. Imtiyaz : 079 68136857 imtiyaz@eptl.in  
Ms. Salina: 079 6813 6843 salina.motani@eptl.in  
Mr. Jainam: 079 68136852 jainam@eptl.in  
Ms. Ekta: 079 6813 6853 ekta.m@eptl.in  
Mr. Devang : 079 68136853 devang@eptl.in

Mobile Numbers: +91-9904407997| 9081000427

Alternative contact:

Mr. Nisarg Thakkar: 079-6813 6822, Cell: +91 6354919566 [nisarg.thakkar@auctiontiger.net](mailto:nisarg.thakkar@auctiontiger.net)

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

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

## ii. Preparation & Submission of Bids

The Bids (Eligibility Cum Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted “ON LINE” shall be summarily rejected. No other form of submission shall be permitted.

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

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

### iii. Terms & Conditions of Online Submission

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

13. During the submission of bid, if any bidder faces technical issues and is unable to submit the bid, in such case the Bank reserves its right at its sole discretion but is not obliged to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service provider.

14. Utmost care has been taken to reduce discrepancy between the information contained in e-tendering portal and this tender document. However, in event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.

15. Bidders are suggested to attach all eligibility criteria documents with the Annexures in the technical bid.

## 11. APPLICATION MONEY

This document can be downloaded from Bank's website [www.centralbankofindia.co.in](http://www.centralbankofindia.co.in). In that event, the bidders should pay the Application Money of Rs. 5000/- **NEFT (National Electronic Fund Transfer) favoring CENTRAL BANK OF INDIA, BANK ACCOUNT BANK ACCOUNT NO.-3616746936, IFSC CODE - CBIN0281067 or by way of Bankers Cheque/Demand Draft/Pay Order favoring Central Bank of India, payable at Mumbai.**

The Bidder shall bear all costs associated with the preparation and submission of the bid and the Bank will not be responsible for the costs, regardless the conduct or outcome of the bidding process. The Bank is not liable for any cost incurred by the bidder in replying to this RFP. It is also clarified that no binding relationship will exist between any of the respondents and the Bank until the execution of the contract.

## 12. BID SECURITY/EARNEST MONEY DEPOSIT

Bid Security / Earnest Money Deposit of 500,000/- (Rupees Five Lakh Only) by way of Bankers Cheque/Demand Draft/Pay Order favoring Central Bank of India, payable at Mumbai, or a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Central Bank of India) located in India, valid in the form provided in the RFP (Annexure – Bid Security Form). The Demand Draft should be of a Commercial Bank only (other than Central Bank of India) and will be accepted subject to the discretion of the Bank.

Bank Guarantee in lieu of the EMD may be submitted and the same should be valid for the minimum period of 6 months with additional claim period of 3 months from the last date for submission of offer. The format for submission of EMD in the form of Bank Guarantee is as per Annexure - A.

1. Any Bid not accompanied by EMD for the specified amount and not submitted to the Bank as mentioned in this RFP will be rejected as non-responsive.
2. The EMD of the Bidders not qualified under Technical Proposal will be returned within reasonable time.
3. The EMD of Technically Qualified bidders will be returned upon the selected bidder accepting the order and furnishing the Performance Bank Guarantee.
4. No interest is payable on EMD.
5. The EMD may be forfeited/ Bank Guarantee may be invoked.



- If the bidder withdraws or amends the bid during the period of bid validity specified in this document.
  - If the selected bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish Performance Guarantee in accordance with the terms of the RFP.
  - If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract.
6. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank

### 13. BID PREPARATION AND SUBMISSION:

The Bid is to be submitted separately for technical and commercial on e-portal of in response to the RFP No. **CBI / F&A/GST Cell /2024-25/01 Dated 17/05/2024**. It should comprise the following components:

- i. Table of Content, letters, bid forms, etc. submitted in response to RFP along with page numbers.
- ii. Bid covering letter/Bid form on the lines of Annexure B1 to B7 on Bidder's letter head.
- iii. Proof of remittance of Tender Document Fess and EMD as specified in this document.
  - a. Scanned copy of original DD/BC/PO/BG should be uploaded subject to compliance of requirement mentioned in clause no
  - b. Physical copy of the original DD/BC/PO/BG should be delivered through registered post/courier in a sealed envelope prominently marked as "EMD for Engagement of Consultant Request for Proposal (RFP) for Engagement of Consultant for periodic compliances, advisory & legal services relating to Goods & Service Tax (GST) in response to the RFP No **CBI / F&A/GST Cell /2024-25/01 Dated 17/05/2024**" or given in person to the Bank at the address specified in Bid Detail of this RFP.
- iv. Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Annexure C**.
- v. Specific response with supporting documents in respect of technical eligibility criteria on the lines of Bidder's profile as per Annexure **B1 to B7** on Bidder's letter head. The Technical Proposal shall be organized and submitted as per the following sequence:

#### Technical Offer

- vi. The Technical Bid – Part I should be complete in all respects and contain all information asked for in this RFP document. It should not contain any price information.
  - a. The following original documents are to be submitted to the bank physically on or before last date & time of bid submission:
  - b. Cost of Application of ₹ 5,000/- (Rupees Five thousand only) by way of NEFT (National Electronic Fund Transfer) favoring CENTRAL BANK OF INDIA, BANK ACCOUNT **BANK ACCOUNT NO.-3616746936, IFSC CODE - CBIN0281067** or Bankers Cheque/Demand Draft/Pay Order favoring Central Bank of India, payable at Mumbai.
  - c. Earnest Money Deposit/ Bid security of 5,00,000/-(Rupees Five Lakh Only) in the form of a demand draft issued by a Scheduled commercial bank favoring Central Bank of India, payable at Mumbai or in the form of Bank Guarantee from commercial Bank other than Central Bank of India.
  - d. In case of bidders registered with NSIC/MSME, who are eligible for waiver of EMD, they need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with NSIC under single point registration scheme.

- i. [Annexure A](#)– Letter of Acceptance
  - ii. [Annexure B1 to B7](#)– Bidder’s Profile
  - iii. [Annexure C](#)–Eligibility Criteria
  - iv. [Annexure D](#)–Compliance to RFP Terms & Conditions
  - v. [Annexure G](#)– Declaration for Compliance
  - vi. [Annexure H](#)–Undertaking by Bidder
  - vii. [Annexure J](#)–Confidentiality / Non-Disclosure Agreement
  - viii. [Annexure K](#) – Reference Site Details
  - ix. [Annexure P](#) - Know Your Employee (KYE) Clause
- vii. The Bid should be signed by the authorized signatory of the bidder. A power of attorney to that effect shall be submitted by the bidders.
  - viii. Relevant documents / certificates or copies as proof in support of various information is to be submitted in aforesaid annexure and other claims made by the bidder.
  - ix. All the annexure should be submitted in letter head of bidder duly signed with seal of the company. Self-attested copies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexure and other claims made by the vendor.
  - x. Documents and brochures pertaining to consultancy services.
  - xi. Signed & Sealed copy of all the pages of RFP and corrigendum if any, to be submitted along with the technical bid.
  - xii. The bidder should ensure that all the annexure are submitted as prescribed by the Bank. In case it is not in the prescribed format, it is liable to be rejected.
  - xiii. 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.
  - xiv. 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 and other similar features of a bidder.
  - xv. The Bank reserves the right to disqualify the bidder/(s) if bidder/(s) have not completed/performed any assignment/project successfully/satisfactorily in Central Bank of India in stipulated time as per terms of assignment
  - xvi. The Bank reserves the right to modify any terms, conditions or specifications of RFP before date of submission of bids. Bidder has to submit bid documents as per the changes/modifications while submitting the bid. Notification of amendments/corrigendum will be made available on the Bank’s website [www.centralbankofindia.co.in](http://www.centralbankofindia.co.in) and Government tender portal and will be binding on all bidders and no separate communication will be issued. 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.

## Commercial Offer

- i. The commercial offer must not contradict the Technical offer in any way and should include the cost of all the items offered. The suggested directive for Commercial offer is as follows:
- ii. The Commercial Offer (Part – II) should be submitted as per **Annexure F** by way of entering the values in the format provided. This must contain all price information in Indian currency only.
- iii. The vendors should not offer any options or any conditional offers to the Bank while giving the price information. The offer should strictly be in conformity with the items as specified by the Bank. No

additions or deletions to the Annexure are allowed. Any deviations may lead to disqualification of the bid and consequently rejection of Bid.

#### **14. DEADLINE FOR SUBMISSION OF BIDS:**

- i. Bids must be submitted online on portal of e-Procurement agency by the date and time mentioned in the “Schedule of Events”.
- ii. The Bidder shall submit the original EMD and seal it in an envelope and mark the envelope as “EMD for Engagement of Consultant Request for Proposal (RFP) for Engagement of Consultant for periodic compliances, advisory & legal services relating to Goods & Service Tax (GST) in response to the RFP No **CBI / F&A/GST Cell /2024-25/01 Dated 17/05/2024**”. The said envelope shall clearly bear the name of the project and name and address of the Bidder. In addition, the last date for bid submission should be indicated on the right hand corner of the envelope. The original documents should be submitted within the bid submission date and time for the RFP at the address mentioned in SL. No. 1 of Schedule of Events, failing which Bid will be treated as nonresponsive
- iii. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received up to the appointed time on the next working day.
- iv. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted / uploaded by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.

#### **15. MODIFICATION AND WITHDRAWAL OF BIDS:**

- i. The Bidder may modify or withdraw its Bid after the Bid’s submission, provided modification, including substitution or withdrawal of the Bids, is received on e-procurement portal, prior to the deadline prescribed for submission of Bids.
- ii. No modification in the Bid shall be allowed, after the deadline for submission of Bids. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP.
- iii. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.

#### **16. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED:**

- i. Bid shall remain valid for duration of months from Bid submission date.
- ii. In exceptional circumstances, the Bank may solicit the Bidders’ consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.
- iii. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations, if applicable. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

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

#### **17. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:**

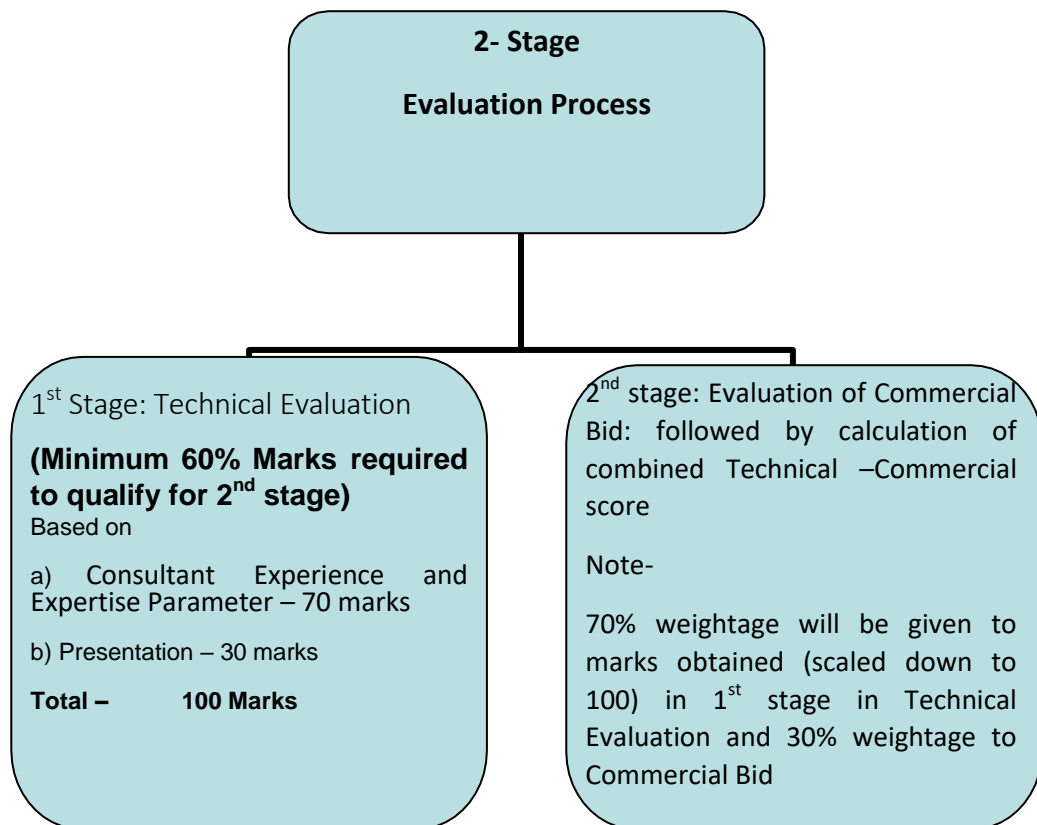
- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical Bids will be opened in the presence of

representatives of the Bidders who choose to attend the same on portal of e-Procurement agency. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.

- ii. In the first stage, only technical Bid will be opened and evaluated.
- iii. The Technical Proposals of only those bidders shall be evaluated who have satisfied the eligibility criteria mentioned Annexure C.
- iv. Bank may seek clarifications from any or more bidder(s) as part of technical evaluation. All clarifications received within stipulated time shall be considered for evaluation. In case clarifications are not received within the stipulated time, the respective technical parameter would be treated as non-compliant and decision to disqualify the bidder shall be taken by the Bank. Only those Bids complied with technical criteria shall become eligible for Commercial price Bid opening and further RFP evaluation process.
- v. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.

## 18. SELECTION AND EVALUATION PROCESS

Evaluation /Selection process will be done with the combination of Technical competence and Commercial aspects. The two-stage Evaluation process is as under –.



- a) In the 1<sup>st</sup> stage, only the “Technical Bids” will be opened and evaluated. Bank will prepare a list of bidders/vendors based on evaluation by a designated Committee of the Bank. The short-listing will be based on various parameters as per the terms of the tender documents, responses, referrals, presentations, technology, past experience etc.

It is based on –

- i) Consultant Experience and Expertise Parameter – 70 marks (max)
- ii) Presentation and demonstration of service – 30 marks (max)

- b) Commercial proposal shall be opened only for those shortlisted bidders who have qualified by securing a minimum cut-off score of 60% marks in the Technical proposal evaluation.
- c) For Final Techno-commercial evaluation, 70% weightage will be given to marks obtained in 1<sup>st</sup> stage in Technical Evaluation (scaled down to 100) and 30% weightage to Commercial Bid.

#### **I- Technical Bid Evaluation**

During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking explanation, if the bidder does not comply or respond by the date, their bid will be liable to be rejected.

If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail the reason of their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us, invariably to process the technical offer and it should be compatible to our application.

Setting of evaluation criteria for selection purposes shall be entirely at the discretion of the Bank. The decision of the bank in this regard shall be final and no correspondence shall be entertained in this regard.

The Bank may, at its discretion, waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation and financial impact, provided such waiver does not prejudice or affect the relative ranking of any bidder. Wherever necessary, observations on such 'minor' issues (as mentioned above) Bank may be conveyed to the bidder, asking them to respond by a specified date also mentioning therein that, if the bidder does not respond by the specified date, their bid will be liable to be rejected.

On the basis of technical evaluation, the Bank shall take a decision for short listing of the bidders for Commercial Evaluation. If the technical evaluation is not found to be satisfactory, further evaluation will not be done. No separate information will be sent to the disqualified bidders. Any decision of the Bank in this regard shall be final, conclusive and binding on the bidder.

## I- Technical Eligibility Scoring Criteria

### Part A:

Sr. No.	Evaluation Parameters	Criteria	Assigned Marks	Max Marks
1.	Applicant Establishment - Number of years as on 31/03/2024	Minimum 15 Years	10	15
		Every block of additional 5 completed years	1	
2.	Number of Partners – Note: No marks will be awarded to the partner less than one year of association with Firm /LLP as partner on 31/03/2024.	Minimum 5 partners (as on 31/03/2024)	10	15
		Additional each partner/Qualified CA Employee.	1	
3	Experience of Bidder / any Partner of bidder firm as regular consultant for advisory / Compliance services with respect to GST of at least one Scheduled Commercial Bank (other than RRB) at organization level having standalone Balance sheet size of more than Rs.200,000 crores as on 31/03/2023.  (At least three year of continuous engagement between 01/07/2017 to 31/03/2024 is considered as one assignment)  Engagement with one organization irrespective of number of years and time will be considered as one.	Experience as GST consultant with at least one Scheduled Commercial Bank (other than RRB) at organization level having standalone Balance sheet size of more than Rs.200,000 crores as on 31/03/2023	9	15
		Two marks for each additional assignment as GST consultant with Scheduled Commercial Bank (other than RRB) at organization level having standalone Balance sheet size of more than Rs.50,000 crores as on 31/03/2023	6	
4	Experience of the Bidder / any Partner of bidder firm in attending and representing litigations at Appellate Level in GST or Service Tax at CESTAT level for Schedule Commercial Bank in person other than RRB) at organization level having standalone Balance sheet size of more than Rs.200,000 crores as on 31/03/2023  Note: At least three year of continuous	Experience in attending and representing litigations at Appellate Level in GST or Service Tax at CESTAT for Scheduled Commercial Bank (other than RRB) at organization level having standalone Balance sheet size of more than Rs.200,000 crores as on 31/03/2023	9	15

	engagement from 01/07/2017 to 31/03/2024 is required for eligibility.  Engagement with one organization irrespective of number of years and time will be considered as one.	Two marks for each additional assignment for attending and representing litigations at Appellate Level in GST or Service Tax at CESTAT for Scheduled Commercial Bank (other than RRB) at organization level having standalone Balance sheet size of more than Rs.50,000 crores as on 31/03/2023	6	
5	Presence in number of States / UTs as on 31/03/2024:	Up to 3 States / UTs – Five marks	5	10
		More than 3 States / UTs – one mark each for additional State / UT - maximum five marks.	5	
	Sub Total			<b>70</b>

**Note:** Balance Sheet size means total of assets side of Balance Sheet

### Part B

Sr. No.	Evaluation Parameters	Assigned Marks	Max Marks
1.	Shall be evaluated by the committee identified for the purpose	30	30

### **Bidders Presentation Demonstration:**

<p><b>A) Profile of the Firm</b></p> <ul style="list-style-type: none"> <li>- Brief History</li> <li>- Latest Business Figures</li> <li>- Areas of Expertise</li> </ul>	<p><b>B) Prior Assignments related to GST similar to Bank's scope of work completed in PSBs</b></p> <ul style="list-style-type: none"> <li>• Nature and Scope of work of such assignments</li> <li>• Timely and satisfactory completion of such assignments</li> <li>• Impact of results on the concerned organization (business/profit/key ratios etc.)</li> <li>• Industry-wide benchmarks established through these assignments</li> </ul>	<p><b>C) Demonstration of Service workflow</b></p> <ul style="list-style-type: none"> <li>- Key deliverables and outcomes</li> <li>- Full time and suitable resources to be deployed for the assignment</li> <li>- Execution approach and strategies for timely implementation of the Changes proposed by Govt / regulator</li> </ul>
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- The presentation should cover all the aspects of the technical bid evaluation criteria given above. The bidder must also ensure that the details sought in the RFP are aptly covered. The bidder may share any other information or highlight their key achievements related to the scope of work. Presentation should be made by the employee on the role of the respective bidder firm and no hiring of outsider for presentation will be allowed.

## 19. COMMERCIAL BID

- Based on the Technical Evaluation criteria, each bidder will be given certain marks. Only those bidders scoring 60% or above in the technical evaluation will be shortlisted for commercial evaluation. For the purpose of commercial evaluation and final short listing, L1 will be decided on the overall amount quoted in the commercial bid.
- The format for quoting commercial bid set out in **ANNEXURE-F** Commercial Bid Format. The Bank will determine whether the Commercial Bids are complete, unqualified and unconditional. Omissions, if any, in costing any item shall not entitle the bidder to be compensated and the liability to fulfill its obligations as per the Scope of the RFP within the total quoted price shall be of the Bidder.
- If there is a discrepancy between words and figures, the amount in words shall prevail
- If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.
- Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of bank, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail
- If there is a discrepancy in the total, the correct total shall be arrived at by bank.
- In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
- All liability related to non-compliance of this minimum wages requirement and any other law will be responsibility of the bidder.
- The bank shall not incur any liability to the affected bidder on account of rejection of their bid.

## 20. COMMERCIAL BID EVALUATION CONSIDERATIONS

In respect of all the qualified bidders, in whose case, the commercial bid has been opened a combined techno- commercial evaluation will be done by the Bank as per the following procedure:

- Technical score** will be arrived at treating the **marks of the bidder scoring the highest marks (A) in Technical evaluation (scaled down to 100)**. Technical score for other bidders (B, C etc.) will be computed using the formula = **Marks of A / Marks of highest scorer A \* 100**.
- Commercial score** of all technically qualified bidders will be arrived at taking the cost quoted by L1 bidder i.e. the lowest quote from all technically qualified bidders (say C) as 60. Marks for other bidders will be calculated using the formula **Combined Score = Cost of L1 bidder / Cost quoted by bidder \* 100**.
- A “Combined Score” will be arrived at, taking into account both marks scored through technical bid evaluation and the commercial quotes with a **weightage of 70% for Technical and 30% for Commercial as detailed below**.

Then combined score is arrived at by adding Technical Score and Commercial Score. The successful bidder will be the one who has the highest Combined Score (H1).



Formula for calculating the Combined Score of technically qualified bidder is as follows.

$$H = (T/T\text{-High} \times 70) + (C\text{-Low}/C \times 30)$$

Whereas:

H = Combined score

T= Technical Score

T-High = Highest Technical Score among the bidders

C= Commercial Quote

C-Low=Lowest commercial quote of C among the bidders

S. No	Bidder	Technical Evaluation Marks – Scaled down to 100 (T)	Commercial Bid Price in INR (C)	Technical Score	Commercial Score	Combined Score (out of 100)
1	A	95	65	$95/95 \times 70 = 70.00$	$60/65 \times 30 = 27.70$	$70.0 + 27.7 = 97.70$ (H-1)
2	B	85	71	$85/95 \times 70 = 62.60$	$60/71 \times 30 = 25.40$	$62.6 + 25.4 = 88.00$ (H-3)
3	C	80	60	$80/95 \times 70 = 58.90$	$60/60 \times 30 = 30$	$58.9 + 30 = 88.90$ (H-2)

In the above example, Bidder A with highest score (H-1) becomes the **Successful Bidder**.

## 21. ACCEPTANCE OF OFFER

- i. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- ii. The Bank will not be obliged to meet and have discussions with any Bidder and/ or to entertain any representations in this regard.
- iii. The bids received and accepted will be evaluated by the Bank to ascertain the best quality and competitive bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The Bank reserves the right to re-tender the RFP with or without modifications.
- iv. The Bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.
- v. The selected bidders shall submit the acceptance of the order within 7 days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the Selected Bidders shall be the date of signing of agreement by the bidders.
- vi. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- vii. The period of contract shall commence from the date of signing of agreement by the selected vendor.
- viii. In case the selected bidder withdraws subsequently and /or refuses to accept/execute the purchase order, Bank reserves the right to forfeit the EMD/security deposit, take appropriate action including

but not limited to blacklist/debar the said vendor in such eventuality without giving any notice thereof in this regard for a period of three years from the date of blacklisting/debarment.

## 22. LANGUAGE OF BID

The language of the bid response and any communication with the Bank must be in written English only. Supporting documents provided with the RFP response can be in another language so long as it is accompanied by an attested translation in English, in which case, for purpose of evaluation of the bids, the English translation will govern.

## 23. BANK'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

Bank shall be under no obligation to accept the lowest price bid or any other 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 of RFP. 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 said terms and conditions.

## 24. AWARD OF CONTRACT

On completion of techno commercial evaluation of bids, Bank will determine the H1 bidder based on marks obtained through Technical and Commercial evaluation and contract will be awarded to bidder who scores highest marks.

## 25. PRICE COMPOSITION

- i. The Bidders should quote prices strictly as per the price composition stated in commercial bid failing which the offers are likely to be rejected.
- ii. The commercial bid should be quoted in the commercial bid format attached as **Annexure F** to this bid.
- iii. The prices should be firm and not dependent on any variable factors and expressed in Indian Rupees.
- iv. The Total cost should be inclusive of all other charges but exclusive of GST (CGST/SGST/IGST) which will be paid at actual at the time of invoicing.
- v. Bidder has to show the bifurcation/details of GST (CGST/SGST/IGST) in every invoice.
- vi. Bank will not pay any Labour charges, incidental chargers, transportation, conveyance, out of pocket expenses and miscellaneous expenditure separately. All such costs, if any, should be absorbed in the TCO only.

**Note:** The bidder will have to make their own travel & lodging/boarding arrangements during contract period for visiting various offices namely Head office, corporate office, IT centers, etc. of Bank as part of the project.

## 26. TAXES AND DUTIES

- i. 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 here under 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.
- ii. The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.
- iii. Wherever the laws and regulations require deduction of such taxes at the source of payment, Bank shall effect such deductions from the payment due to the Bidder. The remittance of amounts so

deducted and issuance of certificate for such deductions shall be made by Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this Contract.

## **27. TAX DEDUCTION AT SOURCE:**

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

## **28. REJECTION OF BID**

Bidder is required to submit their bid and the Bid is liable to be rejected if:

- i. The document does not bear signature of authorized person in each page and duly stamp.
- ii. It is received through Fax/E-mail.
- iii. It is received after expiry of the due date and time stipulated for Bid submission.
- iv. Incomplete Bids, including non-submission or non-furnishing of requisite documents
- v. Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- vi. It is evasive or contains incorrect information.
- vii. Any form of canvassing / lobbying/influence/query regarding shortlisting, status etc. will be a disqualification.
- viii. Bidder should comply with all the points mentioned in the scope of work.
- ix. Noncompliance of any point will lead to rejection of the bid.
- x. Non submission of bid security/EMD.

## **29. PAYMENT TERMS**

The scope of work is divided in different areas and the payment would be linked to delivery and acceptance. Payments will be made subject to Liquidity Damage (LD)/ penalty/ compliance of Service Levels defined in the RFP document.

Bank will release the payment on completion of activity and on production of relevant documents/invoices. Please note that Originals of invoices (plus One Copy) reflecting Taxes & Duties, Proof of delivery/acceptance certificate duly signed by Bank officials should be submitted while claiming payment in respect of orders placed. Bank will not pay any amount in advance.

## **30. CONTRACT PERIOD**

The initial contract with the selected bidder will be for a period 3 year from the date of starting of assignment at the Bank. The same can be extended by further tenure of 2 years at the sole discretion of the Bank. The contract will be deemed completed only when all the contracted services by the Bank are provided and accepted by the Bank as per the requirements of the contract executed between the Bank and the successful bidder.

Professional monthly fees as quoted in Commercial Bid shall be valid for the entire contract period of 3 years only and there shall not be any cost escalation in the said professional monthly fee during the entire contract period

### 31. LIQUIDATED DAMAGES (LD)/PENALTIES FOR DELAY

If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages as discussed below. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

#### Penalty for non-completion of project as per timelines:

Reason for Penalty	1 <sup>st</sup> Instance	2 <sup>nd</sup> Instance	3 <sup>rd</sup> Instance
Delay in providing the opinions > (T+2)	Caution Note	5.00% of Monthly Professional Fees	10% of Monthly Professional Fees
Delay in validating tax liability computations (T+1)	Caution Note	5.00% of Monthly Professional Fees	10% of Monthly Professional Fees
Failing to visit our office as and when required by the Bank.	Caution Note	5.00% of Monthly Professional Fees	10% of Monthly Professional Fees
Absence of authorised representative in Bank's premises for more than three days in a month	1.00% of Monthly Professional Fees	2.00% of Monthly Professional Fees	5% for each additional instance
Delay in providing reply / appeal to legal notices / Orders / enquiries etc: For Service Tax / GST > (T+7)	Caution Note	5.00% of Monthly Professional Fees	10% of Monthly Professional Fees
Failure to provide guidance on IT and accounting system changes as per Statutory / Bank's requirements > (T+2)	Caution Note	5.00% of Monthly Professional Fees	10% of Monthly Professional Fees
Delay in providing implications of law changes having effect on our Bank > (T+2)	Caution Note	5.00% of Monthly Professional Fees	10% of Monthly Professional Fees

'T' means date of communication to consultant.

### **32. SERVICE LEVEL AGREEMENT**

The Bank notifies the successful Bidder that its Bid has been accepted, the Bidder shall enter into a Service Level Agreement (SLA) with the Bank, containing all the Terms and Conditions of this RFP, including confidentiality, non-disclosure and penalty clauses, and any other clause relevant to the services offered. Cost of the stamp duty and any other charges will be borne by the bidder only.

RBI/Regulatory authority may inspect Project management process/Services of successful bidder during the contract period.

### **33. AUTHORIZED SIGNATORY**

The selected bidders should indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected bidders shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with the Bank, raise invoice and accept payments and also to correspond. The bidder shall provide proof of signature identification for the above purposes as required by the Bank.

### **34. REVIEW OF CONSULTANCY SERVICES**

The progress made in the project should be periodically updated to the reviewing authority/Top Management at the Bank's level. The selected bidder should also make presentation to the Boards of Bank on the progress made, the periodicity of which should be designed and incorporated in the master plan (MP). However, the selected bidder should be ready to make any such presentation at shorter notice, as and when required.

### **35. SUBSTITUTION OF PROJECT TEAM MEMBERS**

During the assignment, the project leader/project manager and key personnel identified for the assignment should to continue their services exclusively for the Bank under this RFP till completion and the substitution of key staff will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation.

In such unavoidable circumstances, the selected bidder, as the case may be, can do so only with the prior written concurrence of the Bank and by providing the replacement staff of the same level of qualifications and competence. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments (including past payments and payment made in advance) made by the Bank to the selected Bidder during the course of the assignment pursuant to this RFP.

However, the Bank reserves the unconditional right to insist the selected Bidder to replace any team member with another (with the qualifications and competence as required by the Bank) during the course of assignment pursuant to this RFP.

### **36. ADHERENCE TO STANDARDS**

The selected bidder should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. During the course of assignment the selected bidder should provide professional and impartial suggestive measures and advices keeping the Bank's interest as paramount and should observe the highest standard of ethics while executing the agreement. The Bank reserves the right to ascertain information from the other banks and institutions to which the bidders have rendered their services for execution of similar program / assignment and to take feedbacks from high ranking

officials for assessment and selection. Any misappropriation of facts, figures and related information may cause non-selection or rejection of the Bidder/s.

### 37. CODE OF INTEGRITY:

- i. The Bidder and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- ii. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
  - a) **“Corrupt practice”** means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.
  - b) **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained, or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;
  - c) **“Coercive practice”** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
  - d) **“Anti-competitive practice”** means any collusion, bid rigging or anticompetitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, noncompetitive levels.
  - e) **“Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information.

### 38. INFORMATION PROVIDED

The RFP document contains statements derived from information that is believed to be true and reliable as on 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 a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisors gives any representation or warranty (whether oral or written), expressed or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.

### 39. FOR RESPONDENT ONLY

The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient”) and no other person or organization.

### 40. CONFIDENTIALITY

- i. All Central Bank of India, product and process details, documents, data, applications, software, systems, papers, statements and business/customer information which may be communicated to or come to the knowledge of the Consultant or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Consultant irrevocably agrees and undertakes and ensures that the Consultant and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of Central Bank of India nor shall use or allow to be used any information other than as may be necessary for the due performance by the Consultant of its obligations hereunder.
- ii. The Consultant shall not make or retain any copies or record of any Confidential Information submitted by Central Bank of India other than as may be required for the performance of the Consultant obligation under this Agreement.
- iii. The Consultant shall notify Bank promptly of any unauthorized or improper use or disclosure of the Confidential Information. The consultant shall indemnify to the Bank of any losses/ damages, etc. by whatsoever nomenclature it is called, caused because of unauthorized or improper use or disclosure of the confidential information by the Consultant or its agent, employee, officer, associate, etc.
- iv. The Consultant shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also, so far as it is practicable, the Consultant shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Consultant or its affiliates.
- v. The Consultant shall to the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries that these aforementioned requirements have been fully complied with.
- vi. The Consultant hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of this Agreement or disclose the information submitted by Bank under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing any of its obligations under this Agreement.
- vii. It shall be the incumbent duty of the Consultant to undertake not to disclose any business related information of Central Bank of India to any third person and the Consultant shall keep all knowledge of the business activities and affairs of Bank strictly confidential and also to ensure that neither the Consultant nor any of its officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of Bank.
- viii. However, the confidential information will not be limited to the information mentioned above but not include the following as confidential information:
  - Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
  - Prior to the disclosure by Bank was known to or in the possession of the Consultant at the time of disclosure;
  - Was disclosed or parted with the prior consent of Bank;
  - Was acquired by the Consultant from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from Bank.
- ix. The Consultant agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.

Notwithstanding above Bank shall take all the reasonable care to protect all the confidential information of consultant which is communicated to or come to the knowledge of Bank during performance of the services.

- x. The provisions of this Clause shall survive the termination of this Agreement.
- xi. The Selected Bidders shall be required to sign a Non-Disclosure Agreement with Bank as per prescribed format provided in Annexure J within fifteen days of issuing the purchase order/letter of intent.

#### **41. INDEMNITY AND LIMITATION OF LIABILITY**

- i. Subject to clause (iv) below, the bidder (the "Indemnifying Party") undertakes to indemnify, hold harmless the Bank (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under the Contract.
- ii. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.
- iii. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by:
  - a) Indemnified Party's misuse or modification of the Service;
  - b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;
  - c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either:
    - Procure the right for Indemnified Party to continue using it
    - Replace it with a non-infringing equivalent
    - Modify it to make it non-infringing.
    - The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.
- iv. The indemnities set out in this clause shall be subject to the following conditions:
  - a) The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
  - b) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
  - c) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it



- may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- d) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
  - e) all settlements of claims subject to indemnification under this Clause will:
    - be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
    - include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
  - f) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
  - g) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
  - h) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
  - i) if a Party makes a claim under the indemnity set out under Clause 29.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to the Contract, including the work, deliverables or Services covered under the Contract, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under the Contract. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in this clause and breach of Clause 28 (Confidentiality).

In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in Clause 29.1) even if it has been advised of their possible existence.

The allocations of liability in this clause represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to the Contract by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

## **42. INTELLECTUAL PROPERTY RIGHTS**

The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables and Services upon the terms and conditions contained in this RFP.

- i. The Bidder shall be responsible at its own cost for obtaining all necessary authorizations and consents from third party licensors of Software used by Bidder in performing its obligations under this Project.

- ii. If a third party's claim endangers or disrupts the Bank's use of the Deliverables, the Bidder shall at no further expense, charge, fee or cost to the Bank, (i) obtain a license so that the Bank may continue use of the Deliverables in accordance with the terms of this RFP.
- iii. Bidder shall indemnify and keep fully and effectively indemnified the Bank from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by Bidder or his subcontractors or in respect of any other services rendered under this RFP.

#### **43. MINIMUM WAGES**

The bidder hereby agrees and undertakes that during the subsistence of this agreement it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948 and/ or any other law applicable in this regard.. In this effect, bidder has to submit undertaking on their company letterhead signed by authorized signatory.

The successful bidder will ensure strict compliance of all labour laws, insurance, minimum wages to the staff employed /deployed /engaged for the work assigned and the Bank will not be liable for any such persons/personnel of successful bidder and shall not be liable for any levies / penalties etc. that may be imposed by the Authorities concerned for their action/inaction. There shall be no employer employee relationship whatsoever between the bank and the successful bidder /their employees and the bidder or his employees, staff, agents will not be entitled to any employment with Bank. In the event of any demand/fines/penalty made by any of the authorities on bank in respect of the conduct/actions taken by the bidder/their employees/labourers, etc. the Bank will be entitled to recover the said amounts from the bills / amount payable or from the performance guarantee and also take appropriate action against said persons of bidder/bidder for their misconduct, if any.

#### **44. NON-TRANSFERABLE OFFER**

This Request for Proposal (RFP) is not transferable. Only the bidder who has submitted the bid will be eligible for participation in the evaluation process.

#### **45. RESPONSIBILITY FOR COMPLETENESS**

Any supplies and services, which might not have been specifically mentioned in this tender but, are necessary for the installation, Configuration, testing, commissioning, performance or completeness of the order, shall be provided/made available as per the time schedule for smooth and efficient operation and maintenance of the system under Indian conditions.

The bidder shall be responsible for any discrepancies, errors and omissions in the technical details submitted by him/them, irrespective of whether these have been approved , reviewed or otherwise , accepted by the Bank or not. The Bidder shall take all corrective measures arising out of discrepancies, errors and omissions in drawing and other information as mentioned above within the time schedule and without extra cost to the Bank.

#### **46. FORCE MAJEURE**

- i. The bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.
- ii. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events

not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.

- iii. In the event of any such intervening Force Majeure, the Bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within three calendar days. Unless otherwise directed by the Bank, the Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- iv. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

#### **47. EXIT CLAUSE**

The Bank reserves the right to cancel /exit the contract with immediate effect without notice in the event of happening one or more of the following conditions:

- i. Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee within 60 days from receipt of purchase contract.
- ii. Delay in delivery beyond the specified period
- iii. Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods;
- iv. Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution

In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder.

#### **48. TERMINATION OF CONTRACT**

If the Termination is on account of failure of the successful bidder to perform the obligations under this RFP contract, the Bank shall have the right to invoke the Performance Bank Guarantee(s) given by the selected bidder.

The Bank will be entitled to terminate this Contract, without any cost to the Bank and recover expenditure incurred by Bank, on the happening of any one or more of the following:

- i. The selected bidder commits a breach of any of the terms and conditions of the bid.
- ii. The Successful bidder goes into liquidation voluntarily or otherwise
- iii. An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement/Contract.
- iv. The progress regarding the execution of the order accepted by the selected bidder is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- v. Non-satisfactory performance of the selected bidder during implementation and operation.
- vi. An act of omission by the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract.

- vii. Failure to integrate/implement the Project as per the requirements of the Bank as stated in this RFP.
- viii. Material discrepancies in the Deliverables and Services noted in the implementation/maintenance of the Project. Bank reserves the right to procure the same or similar product/service from the alternate sources at the risk, cost and responsibility of the selected bidder.
- ix. Bank shall serve the cure-cum-termination notice to the bidder at least 30 days prior, of its intention to terminate services. If the performance is not cured to the satisfaction of bank within 30 days, termination will be effected.
- x. Selected bidder is found to be indulging in frauds.
- xi. The bank suffers a reputation loss on account of any activity of successful bidder penalty is levied by regulatory authority.
- xii. In the event of sub contract or assignment contrary to the terms of agreement.

#### **49. RESOURCE**

Selected bidder is expected to deploy academically good, technically sound and competent personnel to ensure smooth operations at Bank's site. The deputed personnel will be employed by the selected bidder on their payrolls/contracts without having any employment right with the Bank. Moreover, deployed personnel will not have any right whatsoever to lodge claim of any nature directly or indirectly with the Bank and it would be responsibility of selected bidder to address such issues without involving the Bank. The deputed persons have to maintain the utmost secrecy & confidentiality of the Bank's data including process performed at the Bank premises.

At any time, if it comes to the notice of the Bank that data has been compromised/ disclosed/ misused/ misappropriated then Bank would take suitable action as deemed fit and selected vendor would be required to compensate the Bank to the fullest extent of loss incurred by the Bank. Bidder is expected to adhere Bank's request for removal of any personnel, if Bank notice any negligence/gross misconduct/violation of trade secret/disclosure of Bank's data to third party and any decision of the Bank in this regard would be final and binding upon the selected vendor.

Resources should be available at Bank's site on working days. Bidder has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign "Non-Disclosure Agreement" document provided in **Annexure J**.

#### **50. PROPOSAL OWNERSHIP**

The proposal and all supporting documentation submitted by the bidders shall become the property of Central Bank of India unless the Bank agrees to the bidder's specific requests, in writing, the proposal and documentation to be returned.

#### **51. SUB CONTRACT**

Sub-contracting is not allowed in this RFP. The selected bidder shall not sub contract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the bank.

#### **52. CONFLICT OF INTEREST**

Bank requires that bidder provide professional, objective, and impartial advice and at all times hold Bank's interests paramount, strictly avoid conflicts with other

Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from Bank.

Bidder have an obligation to disclose any situation of actual or potential conflict in assignment/job, activities and relationships that impacts their capacity to serve the best interest of Bank, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if Bank comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

Without limitation on the generality of the foregoing, the selected Consultants, and any of their affiliates and member firms, shall be considered to have a conflict of interest (and shall not be engaged under any of the circumstances) as set forth below:

- a) **Conflicting Assignment/ Job:** The Consultant (including its personnel) or any of its affiliates and member firms shall not be hired for any assignment/ job that, by its nature, which are in conflict with another assignment/ job of consultancy to be executed for the same and/or for another employer.
- b) **Conflicting Relationships:** The Consultant (including its personnel) having a business or family relationship with a member of Bank's employee who is directly or indirectly involved in any part of (i) the preparation of the terms of reference of the assignment/ job, (ii) the selection process for such assignment/ job, or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from such a relationship has been resolved in a manner acceptable to Bank throughout the selection process and the execution of the contract.

### **53. TENDER/RFP CANCELLATION**

The Bank reserves the right to cancel the Tender/RFP at any time without assigning any reasons whatsoever.

### **54. PUBLICITY**

Any publicity by the Service Provider in which the name of the Bank is to be used, will be done only with the explicit written permission of the Bank.

### **55. CORRUPT AND FRAUDULENT PRACTICES:**

- a. As per Central Vigilance Commission (CVC) directives, it is required that Bidders /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy.
- b. "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
- c. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (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.
- d. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- e. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- f. The decision of Bank in determining the above aspects will be final and binding on all the Bidders No Bidder shall contact through any means of communication the Bank or any of its employees on any

matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.

- g. Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, Bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
- h. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection process of vendor for Supply, Customization, Installation, Integration, Implementation and VPM Support Software functionality for compliance under Goods and Service Tax in Central Bank of India.

#### **56. ADOPTION OF INTEGRITY PACT:**

- i. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
- ii. Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- iii. The Bidders shall submit signed integrity pact as per Annexure-Q along with Technical Bid. Those Bids which are not containing the above are liable for rejection.
- iv. **Integrity Pact-** Each Participating bidder/s shall submit Integrity Pact as per attached **Annexure -Q** with duly stamped of Rs.500/-. Integrity pact should submit by all participating bidder at the time of submission of Bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time scheduled prescribed by Bank may be relevant ground of disqualification to participating in Bid process.
  - a) The task of the Independent External Monitor (IEMs) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
  - b) The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
  - c) Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings.

Bank has appointed Independent External Monitor (hereinafter referred to as IEM) for this Pact in whose names and email IDs are as follows:

1. Shri Trivikram Nath Tiwari Mail ID [trivikramnt@yahoo.co.in](mailto:trivikramnt@yahoo.co.in)
2. Shri Jagdip Narayan Singh Mail ID [jagadipsingh@yahoo.com](mailto:jagadipsingh@yahoo.com)

The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact. The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings for further clarifications if any, you may contact the above address.

- v. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

- vi. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- vii. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.
- viii. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

#### **57. RESOLUTION OF DISPUTES:**

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be Mumbai, INDIA.

#### **58. JURISDICTION**

Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Mumbai, Maharashtra State, India only.

#### **59. GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS:**

- a. There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with CENTRAL BANK OF INDIA shall apply for registration in the prescribed Application –Form.
- b. Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by CENTRAL BANK OF INDIA.
- c. Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order
- d. DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA. IF ANY.
- e. Tenderers of Foreign nationality shall furnish the following details in their offer:
  - i. The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative is a foreign Bank, it shall be confirmed whether it is real substantial Bank and details of the same shall be furnished.
  - ii. The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
  - iii. Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by CENTRAL BANK OF INDIA in Indian Rupees only.

- f. Tenderers of Indian Nationality shall furnish the following details in their offers:
- i. The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
  - ii. The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
  - iii. Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by CENTRAL BANK OF INDIA in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .
- g. In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- h. Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by CENTRAL BANK OF INDIA. Besides this there would be a penalty of banning business dealings with CENTRAL BANK OF INDIA or damage or payment of a named sum.

## **60. GUIDELINES ON BANNING OF BUSINESS DEALING**

### **1 Introduction**

- i. Central Bank of India, being a Public Sector Enterprise and ‘State’, within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. CENTRAL BANK OF INDIA has also to safeguard its commercial interests. CENTRAL BANK OF INDIA deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of CENTRAL BANK OF INDIA to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on CENTRAL BANK OF INDIA to observe principles of natural justice before banning the business dealings with any Agency.
- ii. Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

### **2. Scope**

- i. The General Conditions of Contract (GCC) of CENTRAL BANK OF INDIA generally provide that CENTRAL BANK OF INDIA reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- ii. Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
- iii. However, absence of such a clause does not in any way restrict the right of Bank (CENTRAL BANK OF INDIA) to take action / decision under these guidelines in appropriate cases.



- iv. 2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- v. 2.5 These guidelines apply to all the Units and subsidiaries of CENTRAL BANK OF INDIA.
- vi. 2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.
- vii. 2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions In these Guidelines, unless the context otherwise requires:

i) 'Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer' shall mean and include a public limited Bank or a private limited Bank, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer/ Bidder / Tenderer' in the context of these guidelines is indicated as 'Agency'.

ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features: a) If one is a subsidiary of the other.

b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;

c) If management is common;

d) If one owns or controls the other in any manner;

iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:

a) For Bank (entire CENTRAL BANK OF INDIA) while Banning Executive Director (BSD) shall be the „Competent Authority“ for the purpose of these guidelines. Managing Director & CEO, CENTRAL BANK OF INDIA shall be the „Appellate Authority“ in respect of such cases except banning of business dealings with Foreign Suppliers of imported goods.

b) For banning of business dealings with Foreign Suppliers of imported goods, CENTRAL BANK OF INDIA Executive Directors“ Committee (EDC) shall be the „Competent Authority“. The Appeal against the Order passed by EDC, shall lie with Managing Director & CEO, as First Appellate Authority.

c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach CENTRAL BANK OF INDIA Board as Second Appellate Authority.

d) For Zonal Offices only Any officer not below the rank of Deputy General Manager appointed or nominated by the Head of Zonal Office shall be the 'Competent Authority' for the purpose of these guidelines. The Head of the concerned Zonal Office shall be the 'Appellate Authority' in all such cases.

e) For Corporate Office only For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Head of BSD shall be the Competent Authority” and concerned Executive Director (BSD) shall be the “Appellate Authority”.

f) Managing Director & CEO, CENTRAL BANK OF INDIA shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

v) 'List of approved Agencies - Parties / Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers shall mean and include list of approved / registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers, etc.

4. Initiation of Banning / Suspension Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department may also be competent to advise such action.

#### 5. Suspension of Business Dealings

5.1 If the conduct of any Agency dealing with CENTRAL BANK OF INDIA is under investigation by any department (except Foreign Suppliers of imported goods), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 The order of suspension shall be communicated to all Departmental Heads. During the period of suspension, no business dealing may be held with the Agency.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of CENTRAL BANK OF INDIA, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to ED (BSD), CENTRAL BANK OF INDIA Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Units and Subsidiaries of CENTRAL BANK OF INDIA to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Units by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.

5.5 For suspension of business dealings with Foreign Suppliers of imported goods, following shall be the procedure:-

- i) Suspension of the foreign suppliers shall apply throughout the Bank including subsidiaries.
- ii) Based on the complaint forwarded by ED (BSD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, BSD to place it before Executive Directors Committee (EDC) with ED (BSD) as Convener of the Committee. The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, BSD.
- iii) If EDC opines that it is a fit case for suspension, EDC may pass necessary orders which shall be communicated to the foreign supplier by ED, BSD.

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

## 6. Ground on which Banning of Business Dealings can be initiated

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants.

6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or CENTRAL BANK OF INDIA, during the last five years.

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.

6.4 If the Agency continuously refuses to return / refund the dues of CENTRAL BANK OF INDIA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law.

6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence.

6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise.

6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging /forging /tampering of documents.

6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Bank (CENTRAL BANK OF INDIA) or its official in acceptance / performances of the job under the contract.

6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations.

6.10 Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Bank (CENTRAL BANK OF INDIA) or not.

6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Bank (CENTRAL BANK OF INDIA) or even otherwise.

6.12 Established litigant nature of the Agency to derive undue benefit.

6.13 Continued poor performance of the Agency in several contracts.

6.14 If the Agency misuses the premises or facilities of the Bank (CENTRAL BANK OF INDIA), forcefully occupies tampers or damages the Bank's properties including land, water resources, forests / trees, etc. Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

## 7. Banning of Business Dealings

7.1 A decision to ban business dealings with any Agency should apply throughout the Bank including Subsidiaries.

7.2 There will be a Standing Committee in each Zone to be appointed by Head of Zonal Office for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers of goods. However, for procurement of items / award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager / Dy. General Manager each from Operations, Law

& BSD. Member from BSD shall be the convener of the committee. The functions of the committee shall, inter-alia include:

- i) To study the report of the Investigating Agency and decide if a prima-facie case for Bank-wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.
- ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
- iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.3 If Bank wide banning is contemplated by the banning Committee of any Zone, the proposal should be sent by the committee to ED (BSD) through the Head of the Zonal Office setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents. BSD shall get feedback about that agency from all other Zones and based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for Bank wide banning, then the case shall be sent back to the Head of Zonal Office for further action at the Zone level. If the prima-facie decision for Bank-wide banning has been taken, ED (BSD) shall issue a show-cause notice to the agency conveying why it should not be banned throughout CENTRAL BANK OF INDIA. After considering the reply of the Agency and other circumstances and facts of the case, ED (BSD) will submit the case to the Competent Authority to take a final decision for Bank-wide banning or otherwise.

7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

7.5 Procedure for Banning of Business Dealings with Foreign Suppliers of imported goods.

- Banning of the agencies shall apply throughout the Bank including Subsidiaries.
- Based on the complaint forwarded by ED (BSD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, BSD to place it before Executive Directors' Committee (EDC) with ED (BSD) as Convener of the Committee.
- The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, BSD.
- If EDC opines that it is a fit case for initiating banning action, it will direct ED (BSD) to issue show-cause notice to the agency for replying within a reasonable period.
- On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED (BSD) to EDC for consideration & decision.
- The decision of the EDC shall be communicated to the agency by ED (BSD).

8. Removal from List of Approved Agencies - Suppliers / Contractors, etc.

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but Limited Tender Enquiry (LTE) may not be given to the Agency concerned.

8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

## 9. Show-cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.

9.2 If the Agency requests for inspection of any relevant document in possession of CENTRAL BANK OF INDIA, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order: a) For exonerating the Agency if the charges are not established; b) For removing the Agency from the list of approved Suppliers / Contactors, etc. c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

## 10. Appeal against the Decision of the Competent Authority

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11. Review of the Decision by the Competent Authority Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee/EDC as the case may be for examination and recommendation.

## 12 Circulation of the names of Agencies with whom Business Dealings have been banned

12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

12.3 If business dealings with any Agency has been banned by the Central or State Government or any other Public Sector Enterprise, CENTRAL BANK OF INDIA may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

12.4 Based on the above, Zonal Offices may formulate their own procedure for implementation of the Guidelines and same be made a part of the tender documents.

## Annexure A – Letter of Acceptance

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

To,  
The General Manager,  
Finance & Accounts  
Central Bank of India,  
4<sup>th</sup> Floor, Chander Mukhi Building,  
Nariman Point, Mumbai-400021

Dear Sir,

**Sub: Request for Proposal (RFP) for Engagement of Consultant for periodic compliances, advisory & legal services relating to Goods & Service Tax (GST)**

With reference to the above subject, having examined and understood the instructions, terms and conditions forming part of it, we hereby enclose our offer as detailed in your above referred RFP.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP and all required information as mentioned is enclosed.

We also confirm that the offer shall remain valid for 180 days from the date of the offer.

We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the RFP in full or in part without assigning any reasons whatsoever.

We understand that

- a. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- b. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- c. If our bid is accepted, we are to be responsible for the due performance of the contract.
- d. Bidder means the bidder who is decided and declared so after examination of commercial bids.
- e. We enclose required Annexure and Demand Draft/Bank Guarantee for ₹5,00,000/- (Rupees Five Lakh only) towards EMD and ₹ 5,000/- (Rupees Five Thousand only) towards cost of RFP favoring Central Bank of India and payable at Mumbai, towards
- f. bid security, details of the same is as under:

Nos. :

Date :

Name of Issuing Bank:

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2024

We hereby declare that all the information & Statements made in this RFP are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to all terms & conditions of the RFP.

Yours faithfully,

For \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Authorized Signatories

(Name & Designation, Seal of the Firm)

Date: \_\_\_\_\_

**TECHNICAL BID COVERING LETTER**

To,

General Manager (F&A)  
Central Bank of India  
4<sup>th</sup> Floor, Chandermukhi Building,  
Nariman Point, Mumbai - 400021

SUB: RFP for Appointment of consultant **for periodic compliances, advisory & legal services relating to Goods & Service Tax (GST)**

Ref: **CBI / F&A/GST Cell /2024-25/01 Dated 17/05/2024**

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Technical Bid/Specification.

S. No.	Particulars	Details to be furnished by the Bidder
a.	Technical specification as per Scope of Assignment	
b.	Name of the Bidder	
c.	E-mail address of contact persons	
d.	Details of: <ul style="list-style-type: none"> <li>➤ Description of business and business background</li> <li>➤ Service profile &amp; Client profile</li> </ul>	
e.	Approach and methodology for the proposed scope of work along with illustrative deliverables	
f.	Details of similar assignments executed by the bidder during past years in India (Name of the Public Sector Banks or Private Sector Banks, time taken for execution of the assignments and documentary proof from the Public Sector Banks or Private Sector Bank are to be furnished)	
g.	List of applicants major customers in last 3 years and details as below may be taken: <ul style="list-style-type: none"> <li>➤ Name and complete postal Address of the customer.</li> <li>➤ Name, designation, Telephone , e-mails and address of the contact person(customer)</li> </ul>	
h.	Details of inputs/requirements required by the bidder to execute this assignment	
i.	Conformity to the obtaining of various certificates/bench mark testing standards for the items quoted to meet the intent of the RFP	



Declaration:

- a. We confirm that we will abide by all the terms and conditions contained in the RFP.
- b. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in shortlisting of bidders
- c. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
- d. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.
- e. We are attaching herewith related information as required i.e. cost of tender documents of ₹ 5000/- by way of Demand Draft No.....dated.....in favor of Central Bank of India payable at Mumbai, EMD (Earnest Money Deposit) of ₹ 500,000/- by way of Demand Draft No.....dated.....in favor of Central Bank of India payable at Mumbai or Bank Guarantee No. for ₹ 500,000/- in favor of Central Bank of India issued by----- with expiry date.....as per Appendices N. Required annexures to be enclosed while submission of Technical Bid and other related duly certified documents as mentioned in RFP document.

Date

Signature with seal

Name :

Designation :

**Annexure-A 2**

**Covering letter for Commercial Bid**

[Note: This Covering letter should be on the letter head of Bidder and should be signed by an Authorised Signatory with Name and Seal of the Company]

Reference No :                      Date :

To

General Manager (F&A),  
Central Bank of India,  
4<sup>th</sup> floor, Chandermukhi Building  
Nariman Point, Mumbai - 400021

Dear Sir,

**SUB: RFP for Engagement of Consultant for periodic compliances, advisory & legal services relating to Goods & Service Tax (GST) in Central Bank of India.**

**Ref: Ref: CBI / F&A/GST Cell /2024-25/01 Dated 17/05/2024**

We thank you for providing us an opportunity to participate in the subject RFP. Please find our commercial offer as per Annexure-F-Commercial Bid for the subject RFP along with this covering letter.

We conform to the terms & conditions stipulated in the RFP document, subsequent Amendments, if any and reply to the Pre-Bid Queries. We also confirm that we agree to the payment schedule mentioned in the subject RFP.

Date

Signature with seal

Name :

Designation :

## ANNEXURE “B” TECHNICAL PROPOSAL FORMAT

Particulars to be provided by the bidder in the technical proposal. Tender Ref. No. **CBI / F&A/GST Cell /2024-25/01 Dated 17/05/2024**

### BIDDER PROFILE

No	Particulars	Details to be furnished by the bidder
1	Name of the bidder (Firm/LLP)	
2	Year of establishment and constitution (Copy of Constitution/Incorporation Certificate of the applicant).	
3	Location of Registered office /Corporate office and address Firm card issued by ICAI (in case applicant is registered with ICAI), self-declaration in format and GST Registration Certificate having address at Mumbai	
4	Mailing address of the bidder	
5	Names and designations of the persons authorized to sign the bid and make commitments to the Bank Provide the Power of attorney/ supporting Documents )	
6	Telephone, Mobile and fax numbers of contact persons	
7	Email addresses of contact persons	
8	Description of business and business background Service Profile & client profile Domestic & International presence Alliance and joint ventures	
9	Gross revenue of the bidder (not of the group of companies ) F-Y 2020-21 F-Y 2021-22 F-Y 2022-23 (Provide Audited Balance Sheet and P&L Account of the Firm)	
10	Profit After Tax of the bidder (not of the group) F-Y 2020-21 F-Y 2021-22 F-Y 2022-23 Documentary proofs are to be enclosed	
11	Net worth of the bidder (not of the group)	

No	Particulars	Details to be furnished by the bidder
	F-Y 2020-21 F-Y 2021-22 F-Y 2022-23 (Duly Certified by independent Chartered Accountant)	
13	Number of Qualified CA Partners. (Details of partner to be provided as per Annexure B2)	
14	Experience GST consultant Schedule Commercial Bank (Whole organization level) (Details of experience to be provided as per Annexure B3)	
15	Experience in attending and representing legal litigation up to the level of Tribunal /CESTAT (Details of experience to be provided as per Annexure B3)	

**Declaration:**

- We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.
- We confirm that we will abide by all the terms and conditions contained in the RFP.
- We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
- All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has absolute right to reject the proposal and disqualify us from the selection process at any stage.
- We confirm that this response, for the purpose of shortlisting, is valid for a period of 120 days, from the last date for submission of response to RFP.

Place :

Date :

Seal & Signature of bidder's authorized person:

Name of Authorized person: -

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

(Signature)

(In the capacity of)

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

**Annexure B1–Details of Partners of the Bidder**

S. No	Name of the Partner	Membership No. of Partner	Date from which partnership started	Supporting Document

**Annexure B2–Particulars in respect Regular Assignment as GST Consultant for Nationalized Public Sector bank and Other Schedule Commercial Bank.**

S. No.	Name of The Bank	Brief Details of Scope of work	Name of person In-charge from client side with contact no. and email id	Period		Supporting Document
				From	To	

Note: Client Certificate/ Contract with Client in support of the information above should be submitted

Signature

Name and designation of the authorized signatory

**Annexure B3–Particulars in respect Regular Assignment as GST Consultant in attending and representing legal litigation up to the level of Tribunal /CESTAT for Nationalized Public Sector Bank / Schedule Commercial Bank.**

S. No.	Name of The Bank	Brief Details of Scope of work	Name of person In-charge from client side with contact no. and email id	Period		Supporting Document
				From	To	

\*ICAI – Institute of Chartered Accountants of India

## Annexure B4–Team Member Profile

### Details of Persons who will form the team for the proposed Assignment

1. Name of the Person:
2. Office Address :
3. Mobile:
4. Phone Number Office:
5. Date since working in the Firm
6. Professional Qualifications:
7. Present Designation:
8. Experience :

Signature name and designation of the authorized signatory

(On letter head)

To,  
The General Manager,  
Finance & Accounts  
Central Bank of India,  
4<sup>th</sup> Floor, Chander Mukhi Building,  
Nariman Point, Mumbai-400021

We here by confirm that:

1. We have neither failed to perform on any agreement during last 10 years nor any penalty have been imposed by an arbitral or judicial pronouncement or awarded against us or our Affiliates/ group Companies/member firms.
2. None of our project/agreement remained incomplete and any of our agreement for any project is terminated during last 10 years for breach by us or our Affiliates/ group Companies/member firms.

Signature

Name and

designation of the authorized signatory



### Bidder's Mandatory Eligibility Criteria

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

SN.	Eligibility Criteria	Documents to be submitted	Compliance (Yes/No)
1.	The bidder should be a Partnership Firm / LLP and should be in existence for last 15 years as on 31/03/2024.	Copy of Constitution / Partnership Deed, Incorporation Certificate of the applicant.	
2.	As on 31/03/2024, the bidder should have minimum 5 partners. All qualifying partner must be associated with the bidder firm for a period not less than one year as on 31/03/2024.	ICAI constitution certificate, (In case Bidder is registered with ICAI) and self-declaration in format.	
3.	As on 31/03/2024, the bidder should have a Head Office at Mumbai for at least five years with at least two partners stationed at Mumbai.	Firm card issued by ICAI (in case applicant is registered with ICAI), self-declaration in format and GST Registration Certificate having address at Mumbai	
4.	Bidder or any Partner of bidder firm should be regular consultant for advisory / compliance services with respect to GST of at least one Scheduled Commercial Bank (Other than RRB) at organization level having standalone Balance Sheet size of more than Rs. 200,000 crores as on 31/03/2023.  At least three year of continuous engagement from 01/07/2017 to 31/03/2024.	Client Certificate / Appointment letter issued by the Bank clearly indicating the period covered.  (Start and End Date of the assignment to be mentioned)  Client references and contact details (email/ landline/ mobile) of customers are required)	
5	Bidder / any Partner of bidder firm should have attended and represented litigations at Appellate Level in GST for Scheduled Commercial Bank (other than RRB) at organization level having standalone Balance sheet size of more than Rs.200,000 crores as on 31/03/2023.  Note: At least three year of continuous engagement from 01/07/2017 to 31/03/2024 is required for eligibility.	Client Certificate / Appointment letter issued by the Bank clearly indicating the period covered.  (Start and End Date of the assignment to be mentioned)	
6.	The Firm should have average turnover of at least Rupees two crore during last three financial years and should not have negative net worth in any of the last three years i.e. FY 2020-21, 2021-	Copy of audited financial accounts for FY 2020-2021 to 2022-2023 A certificate from as	

	22, 2022-23.	Independent chartered accountant certifying the turnover, profit and net worth of the relevant three years.	
6.	Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP and also certify that they have not been disqualified / debarred / terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank / Public Sector Undertaking / State or Central Government or their Agencies / Departments at any time, during the last 3 years.	A self-declaration by the Bidder on Letter head	
7.	The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of the Ban	A self-declaration by the Bidder on Letter head	
8.	The Consulting firm should have in-house capability to take up assignment on their own. Joint and collative Bids will not be accepted.	A self-declaration by the Bidder on Letter head	
9.	The Bidder should have neither failed to perform on any agreement during the last 10 years, as, evidenced by imposition of a penalty by an arbitral or judicial pronouncement or awarded against the Bidder or its Affiliates /Group Companies/member firms, nor from any project or agreement nor had any agreement terminated for breach by such Bidder or of its Affiliates/Group Companies/ member firms.	A self-declaration by the Bidder on Letter head	

Note: Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted

: Balance Sheet size means total of assets side of Balance Sheet

**Compliance to RFP Terms & Conditions**

To,  
The General Manager,  
Finance & Accounts  
Central Bank of India,  
4<sup>th</sup> Floor, Chander Mukhi Building,  
Nariman Point, Mumbai-400021

**Dear Sir**

**Sub : Compliance to RFP Terms & Conditions**

The details submitted are true and correct to the best of our knowledge and if it is proved otherwise at any stage of execution/after execution of the contract, Central bank of India has the right to summarily reject the proposal and disqualify us from the process.

We hereby acknowledge and confirm having accepted that, Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria, set out in the RFP and its related documents, in short listing of bidders for providing software solution.

We also acknowledge the information that, this response of our Company for the Bank's RFP process is valid for a period of 120 days, for the selection purpose, from the date of expiry of the last date for submission for response to RFP and related enclosures.

We also confirm that we have noted the contents of the RFP including various documents forming part of it and have ensured that there is no deviation in submitting our offer in response to the tender. The Bank will have the option to disqualify us in case of any such deviations.

We also confirm that we will abide by the Terms & Conditions mentioned in the Tender Document in full and without any deviation.

Place:

Date:

Seal & Signature of the Bidder

**Self-Scoring in Technical Eligibility Criteria to be filled and submitted by bidder**

Sr. No.	Evaluation Parameters	Criteria	Assigned Marks	Max Marks	Marks Obtained	Page No. for Supporting Documents in Bid papers
1.	Applicant Establishment - Number of years as on 31/03/2024	Minimum 15 Years	10	15		
		Every block of additional 5 completed years	1			
2.	Number of Partners – Note: No marks will be awarded to the partner less than one year of association with Firm /LLP as partner on 31/03/2024.	Minimum 5 partners (as on 31/03/2024)	10	15		
		Additional each partner/Qualified CA Employee.	1			
3	Experience of Bidder / any Partner of bidder firm as regular consultant for advisory / Compliance services with respect to GST of at least one Scheduled Commercial Bank (other than RRB) at organization level having standalone Balance sheet size of more than Rs.200,000 crores as on 31/03/2023.  (At least three year of continuous engagement between 01/07/2017 to 31/03/2024 is considered as one assignment)  Engagement with one organization irrespective of number of years and time will be considered as one.	Experience as GST consultant with at least one Scheduled Commercial Bank (other than RRB) at organization level having standalone Balance sheet size of more than Rs.200,000 crores as on 31/03/2023	9	15		
		Two marks for each additional assignment as GST consultant with Scheduled Commercial Bank (other than RRB) at organization level having standalone Balance sheet size of more than Rs.50,000 crores as on 31/03/2023	6			
4	Experience of the Bidder / any Partner of bidder firm in attending and representing litigations at Appellate Level in GST or Service Tax at	Experience in attending and representing litigations at Appellate Level in	9	15		

	<p>CESTAT level for Schedule Commercial Bank in person other than RRB) at organization level having standalone Balance sheet size of more than Rs.200,000 crores as on 31/03/2023</p> <p>Note: At least three year of continuous engagement from 01/07/2017 to 31/03/2024 is required for eligibility.</p> <p>Engagement with one organization irrespective of number of years and time will be considered as one.</p>	<p>GST or Service Tax at CESTAT for Scheduled Commercial Bank (other than RRB) at organization level having standalone Balance sheet size of more than Rs.200,000 crores as on 31/03/2023</p>				
		<p>Two marks for each additional assignment for attending and representing litigations at Appellate Level in GST or Service Tax at CESTAT for Scheduled Commercial Bank (other than RRB) at organization level having standalone Balance sheet size of more than Rs.50,000 crores as on 31/03/2023</p>	6			
5	Presence in number of States / UTs as on 31/03/2024:	Up to 3 States / UTs – Five marks	5	10		
		More than 3 States / UTs – one mark each for additional State / UT - maximum five marks.	5			
	Sub Total			70		

**Note:** Balance Sheet size means total of assets side of Balance Sheet

**Annexure F Commercial Bid**

**BILL OF MATERIAL FOR COMMERCIAL BID**

SUB: RFP for

The commercial Price Bid needs to contain the information listed hereunder and needs to be submitted on portal of e-Procurement agency.

Name of the Bidder:

SN	Details	Amount	
	Professional Fees	Rs..... Per month Rupees ..... per month only.	
	Applicable GST or similar tax		
	Out of pocket expenses (Outside Mumbai) for lodging, boarding, travel, local expenses		

**Note: Professional monthly fees as quoted above shall be valid for the entire contract period (i.e. 3 years initial contract period and there shall not be any cost escalation in the said professional monthly fee during the entire contract period.**

**Notes:**

1. TCO must be quoted in Indian Rupees and in WORDS AND FIGURES exclusive of taxes and it is valid for five years
2. In case of any discrepancy, TCO quoted in words will be considered.
3. The price quoted should be inclusive of Cost of deliverables and all services mentioned in this RFP as per Bank's requirement.
4. Payment will be made as per the mentioned Payment Terms.
5. Bank will not consider any conditions mentioned in the commercial bid. Bank reserve the right to disqualify the bidder if any deviation/conditions are mentioned in the commercial bid.
6. All the prices are mandatory to be quoted else bid is liable to be rejected.
7. I/We agree that this offer shall remain valid for a period of 180 days from the last date of submission of Proposal or such further period as may be mutually agreed upon.

**Declaration:**

Date

Signature with seal

Name :

Designation

## Annexure G– Declaration for Compliance

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).

List of deviations

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

**Signature:**

**Name**

**Date**

**Seal of company:**

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

**Undertaking by Bidder**

**Place:**

**Date:**

To:  
The General Manager,  
Finance & Accounts  
Central Bank of India  
4<sup>th</sup> Floor, ChanderMukhi Building  
Nariman Point, Mumbai-400021

**Undertaking (To be submitted by all Bidders' on their letter head)**

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

- 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 in last 3 years
- We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the Company)

Date



**ESCALATION MATRIX**

To:  
The General Manager,  
Finance & Accounts  
Central Bank of India  
4<sup>th</sup> Floor, ChanderMukhi Building  
Nariman Point, Mumbai-400021

Ref:

Name of the Company

Service Related Issues

Sl. No	Name	Designation		Full office address	Phone No	Mobile	Fax	Email id
		First Level Contact						
		Second Level Contact						
		Final Level Contact Should be partner (If responsenot received in 24 Hours)						

## Annexure J- 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 firm/LLP, \_\_\_\_\_ in force in India, having its registered office at \_\_\_\_\_ (hereinafter 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 corresponding new bank constituted under section 3 of Banking Companies (Acquisition & Transfer of Undertakings) Act 1970 having its Head office at Chandermukhi Building, Nariman Point, Mumbai – 400021 (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 OTHER PART:

----- 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 business of providing IT related solutions & services to various business entities in India & abroad.
- ii. Central 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 ” (“the Purpose”) as more particularly described in Purchase Order no , issued by Central Bank 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:

- 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 to 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 its 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.

**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 the successful bidder, by operation of law or otherwise, without the prior written consent of Bank. This Agreement shall inure to the benefit of and will be binding upon the parties' respective successors and permitted assigns.

#### **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 6 months beyond contract period or period of deliverables under this contract whichever is earlier. 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 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. Review of Contract and performance**

Bank shall have the right of periodical /yearly review of the performance of the successful bidder under the contract which would be basis of continuation or termination of the same. Bank shall also have the right to review, either itself or through another agency as it may deem fit, the financial and operating performance of the bidder in order to assess the ability of the bidder to continue to meet its outsourcing/contractual obligations.

### **18. Proprietary Rights:**

The entire work product mentioned in this RFP shall be the sole and exclusive property of the Bank. The successful bidder hereby-irrevocably grants, assigns, transfers to the Bank all rights, title and interest of any kind, in and to the work product produced under RFP contract. All information processed, stored, or transmitted by successful Bidder belongs to the Bank. 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. The bank's decision will be final.

### **19. 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) 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

M/s \_\_\_\_\_

Signed and Delivered by

Central Bank of India

Signed by:

Signed by:

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

In presence of

In presence of

## Annexure K – Reference Site Details

Please provide following information for most relevant projects and clients in India:

Use the format below to provide information for which your firm was legally contracted for carrying out consulting assignment. Please mention more than one assignment under the same client if relevant. (Use separate sheet for each client)

1	Name of the client/description of the client:	
2	Description of the assignment:	
3	Duration of the assignment (in months) as per the agreement:	
4	Start date:	
5	End date:	
6	Team size for the assignment (full time members):	
7	Terms of reference	
8	Impact Achieved	
9	Duration of all the consulting assignments for the client (in months):	
10	Other experience with the client	
11	Any other relevant information	

Certificate of experience/ work done/ satisfactory work completion from Senior Executive of the client to be attached regarding the successful completion. Please include client references/ commendation letters, if any.

Place:

Date:

Signature:

Name & Designation:

Business Address:



Annexure L- Letter for Refund of EMD

**LETTER FOR REFUND OF EMD**  
(To be submitted by the unsuccessful bidders)

Date:

The General Manager,  
Finance & Accounts  
Central Bank of India,  
4<sup>th</sup> Floor, ChanderMukhi Building,  
Nariman Point, Mumbai-400021

We \_\_\_\_\_(Company/firm Name) had participated in the Request for Proposal (RFP) for **Engagement of Consultant for periodic compliances, advisory & legal services relating to Goods & Service Tax (GST)** in Central Bank of India and we are an unsuccessful bidder.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows

Sr. No.	Bidder Name	Cheque / DD Number	Drawn on (Bank Name)	Amount(₹)

Bank details to which the money needs to be credited via NEFT are as follows

1. Name of the Bank with Branch
2. Account Type
3. Account Title
4. Account Number
5. IFSC Code

Sign

Name of the signatory

Designation

Company Seal.

**Annexure M – Bid Query Format**

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 only in Microsoft Excel in the following format by e-mail):

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

Sl. No.	Clause no.	Page no.	Clause	Query	Bank Response

Place:  
Date:  
Signature:  
Name & Designation:  
Business Address:

**Bank Guarantee for EMD**

Date:

**To**

The General Manager,  
Finance & Accounts  
Central Bank of India,  
4<sup>th</sup> Floor, ChanderMukhi Building  
Nariman Point, Mumbai-400021

Dear Sir,

M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ (hereinafter called the 'Bidder') wish to respond to the Request for Proposal (RFP) for **Engagement of Consultant for periodic compliances, advisory & legal services relating to Goods & Service Tax (GST)** in Central Bank of India, self and other associated Bidders and submit the proposal for the same as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the \_\_\_\_\_ Bank having our head office \_\_\_\_\_ hereby irrevocably guarantee an amount of ₹500,000/- (Rupees Five Lakh only) as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

The Bid security for which this guarantee is given is liable to be enforced/ invoked:

1. Withdraws its bid during bid validity period
2. Refuses to honor commercial bid. Bank reserves the right to place order onto Bidder based on prices quoted by them.
3. Refuses to accept purchase order or having accepted the purchase order, fails to carry out his obligations mentioned therein

We \_\_\_\_\_ (Bank giving guarantee), undertake in consideration of the premises and at the request of the Principal (Central Bank of India), do hereby guarantee and undertake to pay to the Principal forthwith on mere demand and without any demur, any money or moneys not exceeding a total sum of Rs \_\_\_\_\_ (Rupees..) only as may be claimed by the Principal to be due from the Bidder by reason of failure to perform the contract as per terms and conditions of the RFP/Agreement executed."

"The guarantee shall not be affected by any change in constitution of us, Bidder or the Principal."

Notwithstanding anything contained herein:

- 1) Our liability under this Bank guarantee shall not exceed ₹500,000/- (Rupees Five Lakh only).
- 2) This Bank guarantee will be valid up to \_\_\_\_\_; with a claim period of 1 year thereafter and
- 3) We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before \_\_\_\_\_.

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

Signature .....

Name .....

(In Block letters)

Designation .....

(Staff Code No.).....

Official address:

(Bank's Common Seal)

Attorney as per power of Attorney No.

Date:

WITNESS:

1..... (Signature with Name, Designation & Address)

2..... (Signature with Name, Designation & Address)

**Annexure O**

**Format of Performance Bank Guarantee (Covering Delivery obligations)**

**NOTE:**

1. This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, other than Central Bank of India, as per the following format.
2. This bank guarantee should be furnished on stamp paper value as per Stamp Act. (not less than ₹500/-).
3. The stamp paper should be purchased either in the Name of the Bank executing the Guarantee or in the name of Central Bank of India.
4. This Bank Guarantee should be furnished within 30 days from the date of purchase order or the delivery period prescribed in the purchase order whichever is earlier.
5. This Bank Guarantee should be directly sent to the bank by the Issuing Bank under Registered Post with Acknowledge Due.

To  
The General Manager,  
Finance & Accounts  
Central Bank of India,  
4<sup>th</sup> Floor, ChanderMukhi Building,  
Nariman Point, Mumbai-400021

Dear Sir,

1. In consideration of Central Bank of India, Finance & Accounts Department, Central Office, 4<sup>th</sup> Floor Nariman Point Mumbai-400021, placing an order for **Engagement of Consultant for periodic compliances, advisory & legal services relating to Goods & Service Tax (GST)** in Central Bank of India of & on \_\_\_\_\_ having registered office at \_\_\_\_\_ (hereinafter called the vendor) as per the purchase contract entered into by the vendor vide purchase contract no \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called the said contract), we \_\_\_\_\_ ( Name of the Guarantor Bank), a 'schedule bank', issuing this guarantee through its branch at \_\_\_\_\_ presently located at \_\_\_\_\_ (hereinafter called the bank), at the request of the bidder, do hereby guarantee and undertake to pay without demur to the purchaser, forthwith on mere demand, at any time up to **INR** \_\_\_\_\_ any money or moneys not exceeding a total sum of **INR** \_\_\_\_\_ (**Rupees** \_\_\_\_\_ **Only**) as may be claimed by the purchaser to be due from the bidder by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of failure of components as per the terms and conditions of the contract.
2. Notwithstanding anything to the contrary, the decision of the purchaser as to whether bidder has failed as per the said contract, and also as to whether the bidder has failed to maintain the deliverables and timelines as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere written demand received within validity without any demur, reservation, recourse, contest or protest and/or without any reference to the bidder. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
3. The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this

Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the bidder and accordingly discharges the Guarantee or till the date of expiry ..... of this guarantee, whichever is earlier.

4. In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your guarantor in respect of all your claims against the bidder hereby guaranteed by us as aforesaid.
5. The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the bidder from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the bidder and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the bidder for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank. However, our liability will remain restricted and valid till \_\_\_\_\_
6. The Guarantee during its currency shall not be affected by any change in the constitution of the bidder or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.
7. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other banks) on behalf of the bidder heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing uncanceled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the bidder heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.
8. Any notice by way of demand or otherwise under this guarantee may be sent by special courier, , or registered post to our local address as mentioned in this guarantee i.e. \_\_\_\_\_ However, any such notice should reach at our counters on or before expiry of the Claim Period i.e. \_\_\_\_\_
9. Notwithstanding anything to the contrary contained hereinabove:
  - a) Our liability under this Bank Guarantee shall not exceed **INR** \_\_\_\_\_ (**Rupees** \_\_\_\_\_). **Only**.
  - b) This bank Guarantee will be valid up to \_\_\_\_\_ and
  - c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if a demand is made in writing on the Bank at this branch on or before date \_\_\_\_\_ (claim period). All your rights as well as our liability under this bank guarantee shall stand extinguished unless a written claim or demand is made under this guarantee not later than \_\_\_\_\_

This guarantee deed must be returned to us upon expiration of the period of guarantee.

Signature .....

Name .....

(In Block letters)

Designation .....

(Staff Code No.).....

Official address:

(Bank's Common Seal)

Attorney as per power of Attorney No.

Date:

WITNESS:

1..... (Signature with Name, Designation & Address)

2..... (Signature with Name, Designation & Address)

### Know Your Employee (KYE) Clause

(Bidder has to submit Undertaking on company letter head as per format given below).

1. We \_\_\_\_\_ (name of the Firm/LLP) hereby confirm that all the Resource (both on-site and off-site) deployed/to be deployed on Bank's project for \_\_\_\_\_ (Name of the RFP) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.
2. We undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages , 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 (Process of screening, Background verification report, police verification report, character certificate, ID card copy, Educational document, etc.) to Bank before deploying officials in Bank premises for \_\_\_\_\_ (Name of the RFP).”

Signature of Competent Authority with company seal \_\_\_\_\_

Name of Competent Authority \_\_\_\_\_

Organization \_\_\_\_\_

Designation within Organization \_\_\_\_\_

Date \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

Designation of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Verified above signature

Signature of Competent Authority \_\_\_\_\_

Date \_\_\_\_\_



**Integrity Pact**

**(This has to be submitted in the non-judicial Stamp Paper Rs 500/-)**

**PRE CONTRACT INTEGRITY PACT**

INTEGRITY PACT

Between

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

And

----- herein after referred to as “The Bidder/Contractor”

Preamble

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

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

Section 1- Commitments of Principal

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

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract , demand , take a promise for or accept , for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential /additional information through which the Bidder(s) could obtain an advantage in relation to the tender processor or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

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

Section 2-Commitments of the Bidder(s) /contractor(s)

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

a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third

person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is appended below

e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter. (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per

the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is appended below

### Section 4 – Compensation for Damages.

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

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

### Section 5 – Previous transgression

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

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

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

- (1) In case of sub-contracting the principal contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

## Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to Managing Director & CEO CENTRAL BANK OF INDIA.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. Parties to this agreement agree that they shall not approach the courts while representing the matter to IEM and will await IEM's decision in the matter.
- (6) The Monitor will submit a written report to the Managing Director and CEO, CENTRAL BANK OF INDIA, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the MD & CEO CENTRAL BANK OF INDIA, a substantiated suspicion of an offense under relevant IPC/ PC Act, and the MD & CEO CENTRAL BANK OF INDIA has not, within the reasonable time taken visible action to proceed against such offense or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor' would include both singular and plural.

**Section 9 – Pact Duration** This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by.

**Section 10 – Other provisions**

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

\_\_\_\_\_

(For & On behalf of the Principal)                      (For & On behalf of Bidder/Contractor) (Office Seal) (Office Seal) Place ----- Date ----- Witness 1: (Name & Address) \_\_\_\_\_

\_\_\_\_\_

Witness 2: (Name & Address) \_\_\_\_\_

\_\_\_\_\_

## Process of e- tendering

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

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

### **Registration Process for Bidders**

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

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

Bid Submission Mode.	<a href="https://centralbank.abcprocure.com/EPROC">https://centralbank.abcprocure.com/EPROC</a> Through e-tendering portal (Class II or Class III Digital Certificate with both Signing & Encryption is required for tender participation)
Support person and phone number for e-tender service provider for any help in accessing the website and uploading the tender documents or any other related queries.	<p>e-Procurement Technologies Limited</p> <p><b>Technical Support Team</b></p> <p>Mr. Sujith Nair: 079 68136857 <a href="mailto:sujith@eptl.in">sujith@eptl.in</a></p> <p>Ms. Geeta : 079 90334460 <a href="mailto:geeta@auctiontiger.net">geeta@auctiontiger.net</a></p> <p>Ms.Khushboo : 09510813528 <a href="mailto:khushboo.mehta@eptl.in">khushboo.mehta@eptl.in</a></p> <p>Ms. Pooja : 09328931942 <a href="mailto:pooja.shah@eptl.in">pooja.shah@eptl.in</a></p> <p>Ms. Komal : 07904407997 <a href="mailto:komal.d@eptl.in">komal.d@eptl.in</a></p> <p>Mr Nandan Valera : 9081000427 <a href="mailto:nandan.v@eptl.in">nandan.v@eptl.in</a></p> <p>Ms Vrusha Soni : 9904407997 <a href="mailto:vrusha@eptl.in">vrusha@eptl.in</a></p> <p>Mr Jaymeet : 6354919566</p> <p>Mobile Numbers: +91-9904407997  9081000427</p>

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

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

### Preparation & Submission of Bids

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

### Dos 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.
- Bidder has to prepare for submission of their bid documents online well in advance as the upload process of soft copy of the bid documents requires encryption (large files take longer time to encrypt) and upload of these files to e-procurement portal depends upon bidder's infrastructure and connectivity.
- To avoid last minute rush for upload bidder is required to start the upload for all the documents required for online submission of bid one week in advance.

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

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

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

the Bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.

13. During the submission of bid, if any bidder faces technical issues and is unable to submit the bid, in such case the Bank reserves its right at its sole discretion but is not obliged to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service provider.
14. Utmost care has been taken to reduce discrepancy between the information contained in e-tendering portal and this tender document. However, in event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.
15. Bidders are suggested to attach all eligibility criteria documents with the Annexures in the technical bid.

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

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

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

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

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

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

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

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

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



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

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

Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

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

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

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

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

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

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

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

### **Online viewing of Detailed Notice Inviting Tenders**

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

### **Download of Tender Documents:**

The Pre-qualification / Main Bidding Documents are available for free downloading. However, to participate in the online tender, the bidder must purchase the bidding documents via Demand Draft mode by filling the cost of tender form fee.

### **Online Submission of Tender**

Submission of Bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of CBI. The templates may be either form based, extensible tables and / or unloadable documents. In the form based type of templates

and extensible table type of templates, the Bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool.

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

**Notes:**

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

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

Steps to encrypt and upload a document:

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

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

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

**Close for Bidding:**

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

**Online Final Confirmation:**

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

**Short listing of Bidders for Financial Bidding Process:**

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

### **Opening of the Financial Bids:**

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

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

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

At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.