



Central Bank of India
Department of Information Technology
1st Floor, Plot no-26,
Sector-11 CBD Belapur,
Navi Mumbai-400614

Tender Ref: CO/DIT/PUR/2021-22/352

Request for Proposal (RFP)

Engagement of Consultant to Design, Develop, Implement, Integrate & Support an End-to-End Human
Resources Development Solution with specific Focus on Target setting and Enhancing Performance

Measurement & Management System

IMPORTANT DATES

[A] Important Dates & Information

SRN.	Activities	Date & Time
1	Tender Notification No.	CO/DIT/PUR/2021-22/352
2	RFP Issuance Date	09/03/2022
3	Last date for written request for Clarifications	16/03/2022
4	Pre Bid Meeting Place: Central Bank of India, Chandermukhi, Nariman Point, Mumbai – 400021	21/03/2022
5	Date of placing replies to queries / clarifications / corrigendum in Bank's website	24/03/2022
6	Last Date of Submission of RFP Response (Closing Date)	30/03/2022, 03:00 pm
7	Opening of Technical Bids Place: Central Bank of India, Chandermukhi, Nariman Point, Mumbai – 400021	30/03/2022, 03:30 pm
8	Presentation by shortlisted eligible Bidders with successful technical bids Place: Central Bank of India, Chandermukhi, Nariman Point, Mumbai – 400021	Eligible short-listed Bidders will be invited for a presentation on the Technical Bid submission. The exact date and time for the presentation will be communicated to the eligible Bidders subsequently; the Bank's decision is final in this regard.
9	Opening of Commercial Bids Place: Central Bank of India, Chandermukhi, Nariman Point, Mumbai – 400021	The Commercial Bids of only those who qualify in Technical Bid evaluation will be opened. The date for opening of the Commercial Bid would be communicated separately only to those Bidders who are eligible and technically qualified.
10	RFP Coordinator	Mr. Sanjay Kalla, Chief Manager – HRD
11	Telephone	022-6638 7881
12	Email ID	cmcohrdmpt@centralbank.co.in
13	Address For Proposal Submission	Through e-tendering

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

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Context

Central Bank of India is one of the largest Public Sector Banks in India. In India, the Bank consists of a branch network of 4700+ branches and 5000+ ATM's. While Bank has a vast network of Branches, Bank's operations are fully automated and the customers of the Bank avail of various alternate channels of delivery.

Central Bank of India can and must be a benchmark of excellence. We have a shared commitment to carrying out the recommendations as part of the PSB reforms agenda – EASE. One of the key effective and time bound implementation in all its seriousness will ensure that 'Brand Central Bank of India' will become a byword for responsive and responsible banking.

Central Bank of India believes that the successful implementation of the EASE reforms is to recognize that a sharp focus on talent differentiates organizations and breeds competitive advantage, with benefits for both employees and the bank. Bank is using PeopleSoft HRMS platform for HR needs and of late, has embarked on several HR initiatives solutions which are implemented /at various stages of implementation like Employee Engagement Survey, 360 degree feedback process for the Senior Executives, Leadership Succession Plan for critical positions through Talent Management Development Centre and Performance Measurement & Management Systems.

To enable the organization for the future in terms of achieving business goals, HR requirements and complying to benchmark needs of EASE and other regulatory requirements, the Bank wishes to put in place Human Resources Development Solution which will promote Holistic development and growth of each and every employee at different organizational levels through objective measurement of performance.

A. Introduction

A.1 Introduction and Disclaimer

This Request for proposal (RFP) document has been prepared solely for the purpose of enabling Central Bank of India ("the Bank") to **Engagement of Consultant to Design, Develop, Implement, Integrate & Support an End-to-End Human Resources Development Solution with specific Focus on Target setting and Enhancing Performance Measurement & Management System.**

The RFP document is not 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.

The bank is inviting interested parties to participate in an open request for proposal (RFP) Application process. The Request for Proposal (RFP) process for selecting the consultant will not be restricted to the agencies who have expressed their interest against the EOI which was announced on 30-06-2021.

Information Provided

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into 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 advisers gives any representation or

warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

A.2 Recipients

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

A.3 Costs Borne by Bidders

All costs and expenses (whether in terms of time or money) incurred by the Recipient / Bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Bidder.

A.4 No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Bidders and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

A.5 Recipient Obligation to Inform Itself

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

A.6 Evaluation of Offers

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of consultant, not limited to those selection criteria set out in this RFP document. In order to make the process transparent, any changes in the selection criteria will be published on the Banks’s website.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

B. RFP Response Terms

B.1 Requests for Information

Recipients are required to direct all communications for any clarification related to this RFP at cmcohrdmpt@centralbank.co.in. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Bidders in the manner specified. However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Bidders after the RFP closes and all such information and material provided must be taken to form part of that Bidder’s response.

Bidders should invariably provide details of their email address (es) as responses to queries will only be provided to the Bidder via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Bidders.

The Bank may in its absolute discretion engage in discussion or negotiation with any Bidder (or

simultaneously with more than one Bidder) after the RFP closes to improve or clarify any response.

B.2 Language

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

B.3 RFP Validity period

RFP responses must remain valid and open for evaluation according to their terms for a period of at least **120 days** from the opening of the commercial bids.

B.4 Amendment of RFP document

- B.4.1** Central Bank of India reserves the right, in its sole discretion, of inclusion of any addendum to this entire RFP process. The Bidder shall not claim as a right for requiring Central Bank of India to do the aforesaid.
- B.4.2** At any time before the deadline for submission of Applications/Offer, Central Bank of India may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidder, modify this RFP Document and all such modifications shall be binding on the Bidder.
- B.4.3** All prospective bidders shall be notified about the amendment through a notification on the website.
- B.4.4** The bidders themselves need to take addendums from website. The Bank has no responsibility/obligation to send them individually to bidders.
- B.4.5** If required in order to allow prospective Bidder reasonable time in which they need to take the amendment into account in preparing their Applications, Central Bank of India at its sole discretion reserves the rights to extend the deadline for the submission of Applications and same shall be notified on Bank's website. In no circumstance, the deadline for submission of Applications shall be extended beyond a period of 15 days. However, no request from the Applicant, shall be binding on Central Bank of India for the same. Central Bank of India's decision in this regard shall be final, conclusive and binding on all bidders.

B.5 RFP Response Submission Details

- B.5.1** The RFP response documents should be submitted through online mode on or before the due date of submission of response.
- B.5.2** Bidder should submit their Eligibility Cum Technical and Commercial bids online i.e. through the bank's designated E tendering portal to ease the submission keeping the current pandemic situation on or before the due date as specified in RFP.
- B.5.3** Central Bank of India reserves the right to accept or reject in part or full any or all the RFP without assigning any reason whatsoever. Any decision of Central Bank of India in this regard shall be final, conclusive and binding on the Applicant.
- B.5.4** Central Bank of India reserves the right to re-issue / re-commence the entire Application process in case of any anomaly, irregularity or discrepancy in regard thereof. Any decision of Central Bank of India in this regard shall be final, conclusive and binding on the Applicant.

- B.5.5** Modification to the RFP Documents, if any, will be made available as addendum on the website. The vendors themselves need to take addendums from website. The Bank has no responsibility/obligation to send them individually to vendors.
- B.5.6** The Documents may be downloaded from Bank's website <http://www.centralbankofindia.co.in> and submitted through e-tendering portal.
- B.5.7** Only one submission of response to RFP by each Bidder will be permitted.
- B.5.8** The response should be organized and all the pages of the proposal including annexures and documentary proofs should be numbered and be signed by the authorized signatory.
- B.5.9** Unsigned responses would be treated as incomplete and are liable to be rejected.
- B.5.10** Central Bank of India will not be obliged to meet and have discussions with any Applicant and/ or to entertain any representations in this regard.
- B.5.11** All the pages of the proposals (except literatures, datasheets and brochures) are to be numbered and be signed by authorized signatory on behalf of the Applicant. The number should be a unique running serial number across the entire document in Page X of Y format, where X is the current page no. and Y is the total no. of pages.

B.6 Commercial Bid

- B.6.1** The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.
- B.6.2** The offer must be made in Indian Rupees only and the offer should include all applicable taxes and other charges, if any. The suggested format for submission of Commercial offer is mentioned in Annexure 12.
- B.6.3** The Bank is not responsible for the arithmetical accuracy of the bid. The bidder will have to ensure all calculations are accurate.
- B.6.4** The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.
- B.6.5** Commercial Bid – (Commercial bid must be signed by authorized signatory by the bidder and must be submitted through online mode and after encryption by e-signer tool only).

B.7 Disqualification

- B.7.1** Please note that in following cases Bank in its absolute discretion may reject / disqualify the proposal received from the Applicant:
 - I. Submission of proposal after the Time stipulated in this RFP Document.
 - II. Misleading/incomplete information/submission of improper/incomplete documentation.
 - III. Proposal submission without Applicant's name
 - IV. Price information in any other place than Commercial Bid
 - V. Pages / Envelopes are not in order as directed in this document
 - VI. Related parties should not submit more than one proposal. In case they do so, both/all proposal submitted by related parties are liable to be rejected at any stage at bank's discretion.
 - VII. Only one proposal shall be accepted from one bidder. In case bidder is submitting more than one proposal, all proposals submitted by the bidder shall be disqualified.
 - VIII. If any upload is found to contain technical and commercial bid together or commercials are provided along with the technical bid, then that offer will be rejected outright. The Commercial bid submissions as part of the RFP response without encryption are liable to be rejected.

- IX. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

B.8 RFP Document Fee

- B.8.1** Cost of RFP document is INR 15000/- (Rupees Fifteen Thousand only). While downloading the RFP Document from the Internet (website of Central Bank of India), the prescribed amount towards the cost of Application Document should be paid by the Applicant along with the submission of the Application response.
- B.8.2** RFP document fee is waived off under following considerations:
- For agencies who have responded to the EOI ref no: CO:DIT:PUR:2021-22:332 dated 30.06.2021.
 - In accordance with Government of India guidelines, Micro and Small Enterprises are eligible to get tender documents free of cost and also exempted from payment of earnest money deposit upon submission of copy of valid MSME certificate.
 - Start-ups (which are not MSEs) are exempted only from Bid security amount.
- B.8.3** The RTGS / NEFT details are given below.
Account No: 3288988578
IFSC Code: CBIN0281067
Account Name: CO HRD MPT IRP & RNP Joint AC
- B.8.4** Applications without the payment of amount towards the cost of Application Document / non submission of MSME / Start-up Certificate shall be rejected. The Cost of RFP / Application document is non-refundable.
- B.8.5** The details of the transaction viz. scanned copy of the receipt of making transaction is required to be uploaded on e-tendering portal at the time of "final online bid submission".

B.9 Bidder Qualification

- B.9.1** The Bidder as used in the Bid Documents shall mean the one who has signed the Bid Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative and/ or the Principal Officer of the Bidder.
- B.9.2** It is further clarified that the individual signing the Bid or other documents in connection with the bid must certify whether he/she signs as a holder of the Power of Attorney of the firm / company.
- B.9.3** The Bidder shall sign the bid with the exact name of the firm to whom the contract is to be issued. The bid shall be duly signed and sealed by an executive officer of the Bidder's organization. Each page of the bid shall be signed by a duly authorized officer.
- B.9.4** The Bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also source of his ability to bind the bidder.
- B.9.5** The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid. CENTRAL BANK OF INDIA may reject outright any bid not supported by adequate proof of the signatory's authority.

B.10 Format and Signing of Bid

- B.10.1** The bidder should use the formats prescribed by the Bank in the tender for submitting both technical and commercial bids. The Bank reserves the right to ascertain information from the banks and other institutions to which the bidder have rendered their services for execution of similar projects.
- B.10.2** The Bidder shall submit only One Original set of the bid.
- B.10.3** The original bid shall be typed and shall be signed and stamped (with the official seal) by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- B.10.4** The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the authorized person signing the bid.
- B.10.5** The document should be printed on one side only with page numbers and appropriately flagged and contain the list of contents with page numbers. It is advised to use A4 size papers only. The deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by Central Bank of India shall be final, conclusive and binding on the Bidder.
- B.10.6** Each page should be stamped and signed by authorized signatory.
- B.10.7** There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up containing correct technical information of the product being offered. Filling up of the forms using terms such as “OK”, “accepted”, “noted”, “as given in brochure/manual” are not acceptable to the Bank. Offers not adhering to these guidelines may not be accepted by the Bank.

B.11 Registration of RFP Submission

Upon the receipt of a submission, the Bank shall register the RFP response. Incomplete or partial or faulty submissions shall be rejected forthwith. All submissions, including any accompanying documents, shall become the property of the Bank. Hence, submission of response to the RFP shall be deemed as Bidders license, and grant all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.

B.12 RFP Submission Validity Period

RFP responses must remain valid and open for evaluation, according to RFP terms, for a period of **120 days** from the time of opening of the commercial bids.

B.13 Requests for Information / Clarifications

- B.13.1** Bank may in its absolute discretion seek additional information or material from any Bidders after the RFP closes and all such information and material provided must be taken to form part of that Bidder's response.
- B.13.2** Bidders are required to direct all communications related to this RFP to: cmcohrdmpt@centralbank.co.in
- B.13.3** No query / suggestions shall be entertained after the opening of Technical offer. Bank is not bound to reply the queries not pertaining to this RFP. Replies shall be at Bank's discretion. Bank's replies shall be final and acceptable to all bidders.

B.14 Notification

- B.14.1** Bank shall notify Bidders in writing (as soon as practicable) if the Bidder's submission has been rejected.
- B.14.2** Bank is not obliged to provide any reasons for any such rejection. The final outcome of the RFP shall be communicated to the bidders after opening and necessary processing of commercial bids of short-listed bidders.
- B.14.3** No separate communication will be issued by the Bank.

B.15 Applicability of Bid Security / Earnest Money Deposit (EMD)

As per OM No. F.9/4/2020-PPD dated 12/11/2020, Government of India, Ministry of Finance Department of Expenditure Procurement Policy Division:

- B.15.1** As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) entity are exempted from submission of Bid Security.
- B.15.2** For other bidders, EMD of ₹ 20 Lakhs (₹ Twenty Lakhs only) by DD favoring Central Bank of India, payable at Mumbai valid for 90 days from the last date of submission. BID SECURITY should be submitted along with the Technical Bid. This amount will be forfeited if the vendor withdraws his bid during the period of validity or refuses to accept purchase order or having accepted the purchase order fails to carry out the obligations mentioned therein. BID SECURITY can be submitted in the form of DD/BG/FDR.

No interest will be payable on BID SECURITY. In the event of non-submission of BID SECURITY, the offer will be rejected.

B.16 Performance Bank Guarantee

- B.16.1** Successful bidder also has to furnish a Performance Bank Guarantee of 3% of the total contract value, issued by any reputed Scheduled Commercial Bank in India (other than Central Bank of India) in favor of Central Bank of India.
- B.16.2** Within 30(thirty) days from the date of issue of Letter of Intent, the successful bidder shall furnish the Performance Bank Guarantee in prescribed format (Refer Annexure 10) by way of Guarantee for the due and faithful performance of the Agreement and for the due and faithful performance of the Letter of Intent along with the other terms and conditions agreed to.
- B.16.3** The Guarantee shall be valid for the entire period of contract and 12 months thereafter. In case of extension of contract, the successful bidder has to extend the Bank guarantee for the extended period as well, by 12 more months from expiry of such extended period as per stipulation in the Service Level Agreement.

B.17 Contract Period

- B.17.1** The Contract with the selected bidder will be initially valid for a period of 5 months from the start date of subscription by Bank. The Bank shall have the right at its sole and absolute discretion to extend the assignment with the successful bidder for 6 months in two phases of 3 months each for requirements as laid out in the scope of work. The renewal will be done on the same terms and conditions including price.
- B.17.2** Further, solely at the discretion of bank, contract may be renewed for another 12 months between the parties subject to their mutual agreement on the period of renewal.
- B.17.3** The renewal will be on the rates finalized in this process for various items / activities as described in the commercial bid adjusted for inflation, or at the prices negotiated thereafter, and team size after expiry of current assignment period. This provision shall also cover related areas which the Bank would like the Selected Organization to undertake which may not have been envisaged earlier, during the course of the initial (05 + 03 + 03) month's engagement.

B.18 Bidder Issues Clarifications

- B.18.1** Any bidder who claims to have any issue with regards to the RFP process may file a request to the General Manager (HR) at cmcohrdmp@centralbank.co.in.
- B.18.2** It may please be noted that request for clarification can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP.

B.19 Other Conditions

- B.19.1** In addition to the various classes of suppliers, 'Non-local suppliers' may also participate in the bidding process as applicable under the orders issued by Govt. of India namely Public Procurement (Preference to make in India) Order 2017 as revised from time to time.
- Ref: PPP-MII Order dated 16.09.2020 (Order number P-45021/2/2017-PP (BE-II) and as amended time to time.
- B.19.2** No exemptions/relaxation shall be given to the STARTUP. (Ref: As defined in the Gazette notification No DL-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended time to time).
- B.19.3** The exemptions/relaxation shall be given to MSEs which are not a STARTUP. (Ref: Gazette notification No DL-33004/99 dated 23.03.2012 as amended time to time.)
- B.19.4** The clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India shall be adhered to.(Ref: Order No F.No.6/18/2019-PPD, Ministry of Finance, Department of Expenditure).

- B.20** Any intellectual property arising during the course of the execution under this contract related to tools/ systems/ product/ process, developed with the consultation of the bidder will be intellectual property of the Bank. Any development in software customized and developed for Bank would be property of Bank & it would be entitled to use it perpetually.

C. Project Details

C.1 Introduction and Project Overview:

Central Bank of India is one of the largest Public Sector Banks in India. In India, the Bank consists of a branch network of 4700+ branches and 5000+ ATM's. While Bank has a vast network of Branches, Bank's operations are fully automated and the customers of the Bank avail of various alternate channels of delivery. Central Bank of India is rolling out the RFP to select a consultant to Design, Develop, Implement, Integrate & Support an End-to-End Human Resources Development Solution with specific focus on Target Setting and Enhancing Performance Measurement & Management System as per banks requirement (Refer Annexure 09 - Detailed Scope document)

C.2 Purpose

Central Bank of India is an Indian state-owned bank headquartered in Mumbai (Maharashtra). It has its corporate office at Chandermukhi, Nariman Point, Mumbai – 400021.

The RFP document has been prepared solely to enable the Bank in Engagement of Consultant to Design, Develop, Implement, Integrate & Support an End-to-End Human Resources Development Solution with specific focus on Target Setting and Enhancing Performance Measurement & Management System. It will also include employees deputed in all subsidiaries and branches. All employees in other subsidiaries will also be covered in the proposed system.

The Bank, for this purpose, invites proposal from Bidder who are interested in participating in this RFP who fulfill the eligibility criteria mentioned under Annexure 02 and are also in a position to comply with the technical requirement for the end to end human resources development solution mentioned in Annexure 9. The participating bidder must agree all our terms & conditions mentioned under this RFP.

C.3 Other RFP Requirements

- C.3.1** This document may undergo change by either additions or deletions or modifications by the Bank before submission of applications. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the tender document and its subsequent addendums as it deems necessary at its sole discretion.
- C.3.2** The Bank may revise any part of this document. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.
- C.3.3** The Bank reserves the right to extend the dates for submission of responses to this document. Any changes in the submission dates will be notified and published on the bank's website.
- C.3.4** Bidders shall have the opportunity to clarify doubts pertaining to this document in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to RFP Coordinator at cmcohrdmpt@centralbank.co.in, and should be received by the nominated point of contact in writing through email before the scheduled date as indicated in the schedule of timeframe Important Dates (A). Responses to inquiries relevant to the RFP process and any other corrections and amendments will be published on Bank's website in the form of addendum to tender document or through electronic mail; the preference for distribution would be with the Bank. The bidder, who posed the question, will remain anonymous.
- C.3.5** Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.

D. Instructions to Bidders – e tendering

D.1 Online Registration for first time bidders

- D.1.1** 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.
- D.1.2** 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.
- D.1.3** The tender should be prepared & submitted online using the bidder's authorized individual's (Individual certificate is allowed for proprietorship firms) Digital e- Token.
- D.1.4** 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 below.

D.2 Registration Process for Bidders

- D.2.1** Open the URL: <https://centralbank.abcprocure.com/EPROC/>.
- D.2.2** On Right hand side, Click and save the Manual "Bidder Manual for Bidders to participate on e- tender
- D.2.3** Register yourself with all the required details properly.
- D.2.4** TRAINING: Agency appointed by the Bank will provide user manual and demo / training for the prospective bidders.
- D.2.5** LOG IN NAME & PASSWORD: Each Bidder / 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.

TABLE A

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 Team Mr.Sujith Nair: 079 68136857 sujith@eptl.in Ms.Geeta : 079 90334460 geeta@auctiontiger.net Ms.Khushboo : 09510813528 khushboo.mehta@eptl.in Ms.Pooja : 09328931942 pooja.shah@eptl.in Mr Nandan : 09081000427 nandan.v@eptl.in Ms.Komal : 07904407997 komal.d@eptl.in Mobile Numbers: +91-9510813528 6354919566

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.

D.2.6 All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.

D.2.7 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. If bidder fails to do so, Bank reserves the right to take suitable action including but not limited to not to allow to participate for 2 years in the processes of the Bank.

D.3 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, quoting any reason whatsoever, 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.

D.4 Terms & Conditions of Online Submission

D.4.1 Bank has decided to determine L1 through bids submitted on Bank's E-Tendering website <https://centralbank.abcpurchase.com/EPROC>. Bidders shall bear the cost of registration on the Bank's e-tendering portal. Rules for web portal access are as follows:

D.4.2 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.

- D.4.3** 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.
- D.4.4** 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.
- D.4.5** 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.
- D.4.6** 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.
- D.4.7** 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.
- D.4.8** However, the bidder are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
- D.4.9** Failure of power at the premises of bidders during the E-Tendering cannot be the cause for not participating in the E-Tendering.
- D.4.10** On account of this, the time for the E-Tendering cannot be extended and BANK is not responsible for such eventualities.
- D.4.11** 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.
- D.4.12** 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.
- D.4.13** 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.
- D.4.14** Bidders are suggested to attach all eligibility criteria documents with the Annexures in the technical bid.

D.5 Guidelines to Contractors on the operations of Electronic Tendering System of Central Bank of India

D.5.1 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 enrol on the Electronic Tendering System. To enrol Bidder has to generate User ID and password on the "https://centralbank.abcpurchase.com /EPROC"

Registration of New Bidders: <https://centralbank.abcpurchase.com/EPROC/bidderregistration>

The Bidders may obtain the necessary information on the process of Enrolment either from Helpdesk Support Team: 079-68136815, 9879996111 or may download User Manual from Electronic Tendering System for CBI. i.e. <https://centralbank.abcpurchase.com/EPROC>

D.5.2 Preparation of Bid & Guidelines of Digital Certificate

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid

Data is required to be signed electronically using a Digital Certificate (Class – II or Class – III). This is required to maintain the security of the Bid Data and also to establish the identity of the Bidder transacting on the System. This Digital Certificate should be having Two 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 firm 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 Authorized User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Central Bank of India as per Indian Information Technology Act, 2000 and subsequent 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.

D.5.3 Recommended Hardware and Internet Connectivity

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

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

Toolbar / Add on / Pop up blocker

Users should ensure that there is no software installed on the computers which are to be used for 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.

D.5.4 Online viewing of Detailed Notice Inviting Tenders

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

D.5.5 Online Submission of Tender

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

In case Unloadable document type of templates, the Bidders are required to 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.abcpurchase.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 numbers mentioned in "TABLE A" above.

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

D.5.6 Close for Bidding

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

D.5.7 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

D.5.8 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.

D.5.9 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.

D.5.10 Tender Schedule (Key Dates):

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

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

E. Evaluation process

A two bid system is adopted for selection of the bidder:

I. Stage 1 –Eligibility Bid evaluation

II. Stage 2 - Evaluation methodology for eligible bidders

- Technical Bid Evaluation
- Commercial Bid Evaluation
- Weighted evaluation

During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all bidders to this document and bank will not entertain any correspondence in this regard.

E.1 Eligibility Bid

Eligibility criterion for the Bidder to qualify is clearly mentioned in Annexure 02 - Eligibility Criterion Compliance to this document. The bidder would need to provide supporting documents as part of the eligibility proof.

E.2 Purchase Preferences

Purchase Preference to Micro and Small Enterprises (MSEs) and Startups and Purchase Preference linked with Local Content (PP-LC) shall be applicable subject to full compliance of other terms and conditions of the RFP and Contract. Refer to Annexure 2H & 2I for the conditions applicable as per the Government of India Guidelines on Purchase Preference.

E.3 Bidder firm sharing land borders with India

The order regarding restrictions on bidders from countries sharing land border with vide Order (Public Procurement No.1) issued vide F.No.6/18/2019-PPD Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23.07.2020 will be complied with by the department while selecting the consultant and the provisions to this effect, as required by the said order.

Model Clauses for Tenders

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 the 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 companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, 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 venture where any member of the consortium or joint venture falls under any of the above

IV. The *beneficial owner* for the purpose of (iii) 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 juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" 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 shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent 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 juridical person, has ownership of or entitlement to more than fifteen percent 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 who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent 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 person.

VI. [To be inserted in tenders for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfill all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable evidence of valid registration by the Competent Authority shall be attached.]"

Refer Annexure 2J

E.4 Evaluation Methodology for Eligible Bidder

After qualifying the eligibility criteria, the evaluation will be a three stage process. The stages are:

- ☛ Technical Bid Evaluation
- ☛ Commercial Bid Evaluation
- ☛ Weighted evaluation

The technical evaluation and the commercial evaluation shall have the weightage of 80% and 20% respectively and this weightage shall be considered for arriving at the successful bidder.

E.5 Technical Bid Evaluation

The bidder needs to achieve a cut – off score of 70 marks in this evaluation stage to be qualified for commercial bid opening. Only those bidders who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation.

The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of

technical bids are as under:

[illegible]

3.	Key resources/ proposed team profile to be deployed for the Project <ol style="list-style-type: none"> Experience and profile of Key Project Leaders, Key personnel assigned which includes Team Leader, Module Leader(s), team members, etc. Experience of full-time project manager in similar projects. Team deployment plan by module/ sub-module Specific expertise in areas relevant to the assignment. 	10
TOTAL		100

**** The solution is desirable to be scalable up to an employee base of at least 25,000 in future.**

Copies of Work order / client reference to be provided.

Further the Bank's officials would visit reference sites provided by the bidder if deemed necessary and / or can make discreet enquiries of the reference sites.

The proposals received by the Bank will be technically evaluated to arrive at the technical scoring as per the scoring methodology specified below under the TECHNICAL PROPOSAL EVALUATION CRITERIA.

The Bids which are securing the technical score of 70 or more marks out of a total of 100 marks are considered as technically qualified and only those technically qualified Bids will be further processed to find "Highest scoring Bidder" as per evaluation methodology under TECHNO COMMERCIAL EVALUATION CRITERIA. The Bank however retains the right to lower the cut off score if adequate number (at least two bidders) of bids does not qualify with the minimum score specified above.

E.6 Commercial Bid Evaluation

The Commercial Bids of only those technically short-listed Bidders who attain the minimum cut-off marks in their technical score after the presentation round will then be opened. It may be noted that Commercial Bids will be subjected to following evaluation process. Only those Bidders scoring 70% (70 marks out of 100) or above in the technical evaluation will be considered for commercial evaluation, except in those cases where only 1 Bidder or no Bidder scores more than the cut-off score of 70 and the Bank, at its sole discretion, lowers the qualification score. The Commercial Bid will be for an overall amount to be valid for the duration of 120 days. The financial quote should be in Indian rupees and it should include all expenses proposed. GST rates shall be as applicable from time to time and shall be exclusive to rates mentioned.

E.7 Weighted Evaluation:

On the basis of the combined weighted score for technical and commercial evaluation, the bidders shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 shall be recommended for award of contract.

As an example, the following procedure can be followed:

- A score (S) will be calculated for all qualified bidders using the following formula:
- $[(T/T_{high}) * 100] * 0.80 + [(C_{Low}/C)] * 100 * 0.20$
- T stands for Technical Score arrived on the basis technical evaluation
- T_{high} stands for highest technical score arrived on the basis technical evaluation
- C stands for Nominal Bid Price arrived on the basis of commercial evaluation

- C_{Low} stands for the lowest Nominal Bid Price arrived basis of commercial evaluation

#	Bidder	Tech Score T	$[(T/T_{high}) * 100] * 0.80$ Tech Eval Marks A	Nominal Bid Price C	$[(C_{Low}/C)] * 100 * 0.20$ Commercial Eval Marks B	Score (S = A + B)
1	AAA	75	$75/90 * 100 * .80 = 66.67$	120	$100/120 * 100 * .20 = 16.67$	83.34 (H-3)
2	BBB	80	$80/90 * 100 * .80 = 71.11$	100	$100/100 * 100 * .20 = 20$	91.11 (H-2)
3	CCC	90	$90/90 * 100 * .80 = 80$	110	$100/110 * 100 * .20 = 18.18$	98.18 (H-1)

In the above example, C_{Low} is 100.

In the above example, CCC, with the highest score becomes the successful bidder.

In case of more than one bidder with equal highest score (S) up to three decimal, then number of decimal will be increased.

The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever.

F. Terms and Conditions

F.1 General

- F.1.1** The Bank expects the bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- F.1.2** The Bank expects that the bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank to implement the proposed solution.
- F.1.3** Unless agreed to specifically by the Bank in writing for any changes to the tender document issued the bidder responses would not be incorporated automatically in the tender document.
- F.1.4** Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the tender document shall be the governing document for arrangement between the Bank and the bidder.
- F.1.5** In case of reduction in prices due to technology advancement, the bank has the right to renegotiate the annual subscription / maintenance rates with the bidder.

F.2 Rules for Responding to this RFP

- F.2.1** All responses received after the due date / time as mentioned in “[A] Important Dates – Last Date of Submission of RFP Response (Closing Date)” would be considered late and would be liable to be rejected.
- F.2.2** All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 120 days after opening of the commercial bids.
- F.2.3** All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the bidder and may be accepted by the Bank to form part of final contract between the Bank and the selected bidder. Unsigned responses would be treated as incomplete and are liable to be rejected.
- F.2.4** The technical and commercial bid, submitted cannot be withdrawn / modified after the last date for submission of the bids. **The bank on a best effort basis will issue a purchase order within 30 days after completion of the RFP process.**
- F.2.5** Either the Indian agent on behalf of the principal/ Original Equipment Manufacturer (OEM) or Principal/ OEM itself can bid but both cannot bid simultaneously for the same solution in this tender. If an agent submits bid on behalf of the Principal/ OEM, the same agent cannot submit a bid on behalf of another Principal/ OEM in this tender for the same solution.
- F.2.6** The bidder may modify or withdraw its offer after submission, provided that, the Bank, prior to the closing date and time, receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- F.2.7** The bidder is required to quote for all the components/services mentioned in the “Project scope” and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer.

- F.2.8** The Bank reserves the right not to allow/permit changes in the technical specifications and not to evaluate the offer in case of non- submission of the technical details in the required format or partial submission of technical details.
- F.2.9** Based on the Bank's requirements as listed in this document, the bidder should identify the best-suited solution that would meet the Bank's requirements and quote for the same. In case the bidder quotes more than one items against requirement and they have not specified which particular item quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the bidder is liable to be rejected. The bidder is expected to provide the best option and quote for the same.
- F.2.10** Bidder must furnish requirements as per the formats provided in the RFP document.
- F.2.11** In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder's and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- F.2.12** In the event prices are not quoted by the bidder, for items where such prices are a must and required to be quoted for, then the submitted bid will be treated as incomplete
- F.2.13** The Bank is not responsible for any assumptions or judgments made by the bidder for proposing and implementing the solution. The Bank's interpretation will be final.
- F.2.14** The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidders and received by the bidders have been quoted for by the bidder, and there will be no extra cost associated with the same in case the bidder has not quoted for the same.
- F.2.15** All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- F.2.16** The bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules time frame for solution etc. as mentioned in the tender document circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditions etc. as proposed in the tender document.
- F.2.17** If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at Bank's discretion:
- Bids submitted by holding company and its subsidiary
 - Bids submitted by two or more companies having common director/s
 - Bids submitted by two or more partnership firms / LLPs having common partners
 - Bids submitted by two or more companies in the same group of promoters/management
 - Any other bid in the sole discretion of the Bank is in the nature of multiple bids.

F.3 Price Bids

- F.3.1** The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful Bidders post the completion of the technical evaluation
- F.3.2** The prices and other terms offered by bidders must be firm for an acceptance period of 120 days from the opening of the commercial bid.
- F.3.3** Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Bidder is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- F.3.4** In case of any variation (upward or down ward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the Bidder. Variation would also include the introduction of any new tax / cess/ duty, etc. provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidder's proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices to have been quoted in conformity with the prevalent guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies
- F.3.5** If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge GST and if the Bank has to pay the same for any of the items or supplies made here under by the Bidder, for any reason including the delay or failure or inability of the Bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.
- F.3.6** Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder. Bidder should ensure that the project should not suffer for any reason.
- F.3.7** Bidder firm shall maintain these tools / softwares for a minimum period of five years (i.e. one year warranty [from Go Live] plus four years of technical support, from project sign off). The selected bidder must thoroughly document the software / tools developed for the Bank, to deliver the objectives of this project, and share the same with the Bank, at the appropriate time.
- If the bidder/consultant brings third party software vendor, then they should facilitate that Bank has rights on the customized software. A separate support cost from this third party software vendor should be mentioned in the TCO so that Bank may have option to take support services directly also in case of need.
- The TCO should also include "OTHER Cost (specify details)" where bidder can fill any other cost.

F.4 Price Comparisons

- F.4.1** The Price offer shall be on a fixed price basis and should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Bidder is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation in the prices once the prices are fixed and agreed to by the Bank and the bidder during the course of the contract and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- F.4.2** The successful bidder will be determined on the basis evaluation mentioned in Clause E above.
- F.4.3** Normalization of bids: The Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically short-listed bidder to resubmit the technical and commercial bid once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission or till the Bank is satisfied. The bidder agree that they have no reservation or objection to the normalization process and all the technically short listed bidder will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.
- F.4.4** The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder should necessarily include the following:
- F.4.5** Prices quoted by the Bidder should be inclusive of all taxes, duties and levies etc. except GST which will be paid extra. The Bidder is expected to provide a breakup of the taxes indicated in the commercial bid format. The Bidder is expected to provide the tax types and tax percentage in both the commercial and masked bids (without amounts being submitted in the technical response).
- F.4.6** The Bidder is expected to provide for services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.
- F.4.7** The Bidder must provide and quote for the product and services as desired by the Bank as mentioned in this RFP. Any products / services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.

F.5 Performance Guarantee

- F.5.1** The successful bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure 10 to the extent of 3% of the total contract value for the entire period of the contract plus 12 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank only, other than Central Bank of India.
- F.5.2** In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the bidder. Any amount pending for payment due to non-achievement of milestone/s set under the agreement or any other reason solely attributable to the bidder should be included in the remaining amount of the contract value.
- F.5.3** The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.

- F.5.4** If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order/contract.

F.6 Others

- F.6.1** The solution will be accepted only after successful development and sign off from Bank's identified Project Manager.
- F.6.2** Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- F.6.3** By submitting a proposal, the bidder agrees to promptly contract with the Bank for any work awarded to the bidder. Failure on the part of the awarded bidder to execute a valid contract with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- F.6.4** The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidder. In the event the bidder is not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing
- F.6.5** The bidder must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Bidder's inability to meet the established delivery dates or any other reasons attributing to the bidder then, that bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.
- F.6.6** The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the solution to be supplied in response to this RFP shall meet the Bank's requirement. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfil all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.
- F.6.7** The Bidder shall represent that the solution provided and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Bidder further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the solution and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Bidder represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the bidder for performance of the obligations of the bidder. The bidder further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the bidder.
- F.6.8** All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the bidder. The Bank shall not be responsible for any judgments made by the bidder with respect to any aspect

of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.

F.6.9 The Bank and the bidder covenants and represents to the other Party the following:

F.6.9.1 It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.

F.6.9.2 It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

F.6.10 The execution, delivery and performance under an Agreement by such Party:

F.6.10.1 Will not violate or contravene any provision of its documents of incorporation;

F.6.10.2 Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;

F.6.10.3 Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;

F.6.10.4 To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in RFP, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

F.6.11 The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.

F.6.12 It would be the responsibility of the bidder to arrange / obtain necessary road permits or any other document for delivery of the deliverables till Bank's premises. The bidder shall arrange road permit for locations applicable at no extra cost to the Bank.

F.6.13 The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidder.

F.6.14 The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

F.6.15 The Bank will not bear any costs incurred by the bidder for purchasing extra piece of software/additional components, if the requirements are not met with the standard software. Total cost of implementation, procurement and maintenance has to be borne by the bidder.

F.7 Other RFP Requirements

F.7.1 This tender document may undergo change by either additions or deletions or modifications before

- the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the tender document and its subsequent addendums as it deems necessary at its sole discretion.
- F.7.2** The Bank may revise any part of the tender document. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.
- F.7.3** The Bank reserves the right to extend the dates for submission of responses to this document.
- F.7.4** Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidder for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.
- F.7.5** No Commitment to Accept Lowest bid or Any Tender – The 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 purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase
- F.7.6** Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- F.7.7** Price Discussion – It is absolutely essential for the Bidder to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage bidders in discussions on the prices.
- F.7.8** Right to Alter–Bank reserves the right to alter the requirements specified in the Tender. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities
- F.7.9** Bidder may respond to the RFP
- either as a single entity, (as Consultant) to design the solution and (as Developer) to implement it and to provide technical support/AMC or
 - May choose to enter into consortium with any technical solution partner for either implementing the solution or providing the technical support or AMC during entire project period.
 - In both cases the agreement so entered will be binding on all entities of the contract and shall continue to be responsible for overall implementation and smooth run of the project.
 - In case of the consultant of the project is no longer available, the technical partner shall provide customized solutions to the project as per the requirement of the Bank.
- F.7.10** Details of Sub-contracts, as applicable – If required by the Bank, the Bidder should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the bidder, the bidder shall be solely responsible for performance of all obligations under the tender document irrespective of the failure or inability of the subcontractor chosen by the bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.

- F.7.11** If the Bank is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the technical bids of such bidder will not be short-listed for further evaluation. No further discussions shall be entertained with such bidder in respect of the subject technical bid.
- F.7.12** There will be an acceptance test by the Bank or its nominated consultants after implementation of the solution. In case of discrepancy in solution implemented, the Bank reserves the right to cancel the entire purchase contract and the bidder should take back their equipment at their costs and risks. The test will be arranged by the bidder at the sites in the presence of the officials of the Bank and / or its consultants.
- F.7.13** Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1987 in respect of solution implemented by them in the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim. However, (i) the Bidder has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where the Bank is required by any authority/regulator to make a comment/statement/representation, provided the Bidder does not make a statement or undertakes any liability adversely affecting the right of the bank or creating any liability on the bank.
- F.7.14** Letter of Undertaking from OSD / OEM (Annexure 07) – The Respondent should furnish a letter from original equipment manufacturer (OEM / OSD) authorizing the Respondent to quote for OEM's / OSD's product in response to the RFP from the Bank. The said letter should also offer to extend the required support from the OEM / OSD in respect of the items stipulated in the RFP.
- F.7.15** Undertaking on Information Security (Annexure 08) - The Respondent should furnish a letter both from the Original Solution Developer / Original Equipment Manufacturer (wherever applicable) and also from the Respondent's end providing an undertaking on Information Security of Authenticity for the solution supplied. This undertaking from both, OSD / OEM and the respondent is on Information security as per regulatory requirement.
- F.7.16** The Bidder shall perform its obligations under this Tender as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services with prior permission from the Bank. Neither this Tender nor the Bidder's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
- F.7.17** The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors 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
- F.7.18** The price payable to the Bidder shall be inclusive of carrying out any modifications changes / upgrades to the application and other software or equipment that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the contract/agreement, and the Bank shall not pay any additional cost for the same. The Bidder needs to provide with the details about all such items considered in the RFP.

F.8 Terms of Reference

F.8.1 Delivery

The Solution should be delivered in 11 months as per the following timelines from the date of initiation of project:

SRN	Key Areas of Consideration	Priority Buckets	Timelines
1	Overall Change preparedness	A	Over the entire project period
2	Organization structure realignment	A	Over the entire project period
3	Digitally Enabled PMS – Improvement from current practices, policies and systems	A1	Within 5 Months
4	Target setting for the employees based on overall bank business targets	A2	Within 5 Months
5	KRA & KPI setting for employees based on the targets set above	A3	Within 5 Months
6	Scientific manpower planning (Workforce Management)	B1	Between 6 to 8 Months
7	Succession Planning	B2	Between 9 to 11 months
8	Job Family Allocation	B3	Between 6 to 8 Months
9	Talent Development (Competency Mapping , career path, IDPs)	B4	Between 9 to 11 months
10	360 Degree Feedback and Employee Engagement	C1	Between 9 to 11 months
11	Employer Branding and Core Values alignment	C2	Between 9 to 11 months

NOTE: Please quote your price in the commercial bids based on the priority buckets as per above table. Any Infrastructure procurement and installation – permissible timelines is 6 weeks.

It is up to bank's discretion to specify the order in which implementation will take place. The solution as per the required scope needs to be rolled out as per the delivery timelines mentioned above

In case the deadlines are not met then the bidder will have to pay penalty to Central Bank of India @ 1% of total cost outlay inclusive of all taxes, duties, levies etc., per week or part thereof, for late implementation beyond due date of implementation. Particular phase implementation cost is the cost linked against each phase as part of payment terms. If delay exceeds two weeks from due date of implementation for any of the solution, Central Bank of India reserves the right to cancel the entire order.

Any deliverable has not been implemented or not operational on account of which the implementation is delayed, will be deemed/treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract.

F.8.2 Payment Terms

Bank will release the payment of the agreed cost of the project to the selected Bidder after deduction of applicable taxes at source, for which contract will be executed by the Bank with the selected Bidder. The payments will be scheduled in stages/phases on completion of the various major activities and as per the progress of the project, as will be defined in the Principal Agreement. No advance payments will be made.

S. No.	Phase-wise Payment Schedule	% age of payment
1	Setting up of HR Programme Management Office, Governance Structure, Program Plan and Review Mechanism	10%
2	Completion of PMS diagnostic	20%
3	After completion of Roles and KRA definition	20%
4	Completion of Development phase for target setting tool	20%
5	On completion of the assignment	30%

G. General Terms and Conditions

G.1 Governing Laws

This RFP as well as the subsequent contract shall be governed and construed and enforced in accordance with the laws of India applicable to the contracts made and to be performed therein, and both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this RFP, only the courts in Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

G.2 Confidentiality

The Parties acknowledge that in the course of performing the obligations under this Tender and subsequent Agreement, each party shall be exposed to or acquire information of the other party, which such party shall treat as confidential. Neither party shall disclose the Confidential Information to a third party.

“Confidential Information” means any and all information that is or has been received by the “Receiving Party” from the “Disclosing Party” and that:

- Relates to the Disclosing Party; and/or
- Is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that maybe shared by the Bank with the bidder.

“Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes whether machine or user readable.

Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to the Bank’s data or data of the Bank customers, including but not limited to the Bank customers’ or the Bank employees’ personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

Nothing contained in this clause shall limit bidder from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the bidder shall at no point use the Bank’s confidential information or Intellectual property.

The Parties will, at all times, maintain confidentiality regarding the contents of this Tender and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.

The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this Tender, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agrees to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

If the bidder hires another person to assist it in the performance of its obligations under this RFP, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this Tender and subsequent Agreement to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the bidder is bound to maintain the RFP confidentiality. Any breach of this clause by such assignee or delegate will be treated as breach by the bidder and Bank will be free to seek remedies against bidder as well.

The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

- Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of supply, implementation and maintenance of PMS Solutions as a part of the contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this Tender; or
- Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its

customers or their projects.

In maintaining confidentiality here under the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:

- Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes 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
- Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party
- Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document.
- Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof
- The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party
 - a) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to , or produced by it or its advisers , as the case may be , which is in Receiving Party's possession or under its custody and control
 - b) To the extent practicable, 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 Disclosing Party
 - c) SofarasitispracticabletodosoimmediatelyexpungeanyConfidentialInformation relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control
 - d) 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 the requirements of this paragraph have been fully complied with
 - e) The rights in and to the data /information residing at the Bank's premises, including at the DRC even in the event of disputes shall at all times solely vest with the Bank

This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:

- a) Was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;
- b) is known to the receiving party at the time of receiving such information as evidenced by documentation then rightfully in the possession of the receiving party;
- c) is furnished by others to the receiving party without restriction of disclosure;
- d) is thereafter rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;
- e) has been disclosed pursuant to the requirements of 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, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure

- f) was independently developed by the receiving party without the help of the Confidential Information.

On termination of the Tender and subsequent Agreement, each party must immediately return to the other party or delete or destroy all Confidential Information of the other party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and Documentation that has been provided to the Bank which is contemplated for continued realization of the benefit of the Services. Notwithstanding the foregoing, Bidder may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose. Where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers' or the Bank employees' personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure under the contract shall not confer on the Receiving Party any rights whatsoever beyond those contained in the contract.

Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as 'Material Breach' for the purpose of the contract.

Bidder will respect the confidentiality of all information given to it by the Bank and will not divulge such information to any third party or other units without the consent of the Bank. The confidentiality obligations shall survive the expiry or termination of the RFP between the bidder and the Bank.

G.3 Information Ownership

All information processed, stored, or transmitted by Bidder equipment belongs to the Bank. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

G.4 Sensitive Information

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.

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

G.5 Privacy and Security Safeguards

The Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location. The Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguard designed , developed, or implemented by the bidder or existing at any bank location .

G.6 Dispute Resolution

The Bank and the vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers / directors of the Bank and the vendor, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank project manager / director and vendor project manager / director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the vendor and Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the vendor and Bank, the Bank and the vendor have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. Arbitration will be carried out at Bank's office that placed the order. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings

The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

In the event of any dispute and or the commencement of arbitration proceedings the successful Bidder shall continue to provide the Deliverables and the Services in accordance with this Tender and subsequent Agreement and shall maintain the agreed Service levels.

G.7 Force Majeure

The vendor shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, “Force Majeure” means an event explicitly beyond the reasonable control of the vendor and not involving the vendor’s fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the vendor shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the vendor shall continue to perform vendor’s obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. It is clarified that financial constraints will not be treated as force majeure event.

If the duration of delay continues beyond a period of three months, the Bank and vendor shall hold consultations in an endeavor to find a solution to the problem.

G.8 Termination

Bank shall have option to terminate/cancel this RFP at any stage without any prior notice. In following events Bank shall terminate this assignment or cancel any particular order if Bidder:

- breaches any of its obligations set forth in this assignment or any subsequent agreement and Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- failure by Bidder to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory.
- Supply of substandard materials/ services;
- Delay in delivery / installation / commissioning of services.
- If deductions of penalty exceeds more than 10% of the **total contract price**.

This Tender or subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

- The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) day
- The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or The other Party becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Vendor at least 30 days prior notice in writing.

The Vendor understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Vendor for the tenure of this Tender and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this Tender and subsequent Agreement for any reason

whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period of three (3) months. During this period, the Vendor shall continue to provide the Deliverables and the Services in accordance with this Tender and subsequent Agreement and shall maintain the agreed Service levels.

Immediately upon the date of expiration or termination of the Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of subsequent Agreement, Bank shall pay to Vendor, within thirty (30) days of such termination or expiry, of the following:

- All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this Tender and subsequent Agreement,

- The rights granted to Vendor shall immediately terminate.
- Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Vendor, being used by Vendor to provide the Services and (ii) the assignable agreements, Vendor shall, use its reasonable commercial endeavors to transfer or assign such agreements and Vendor Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- Upon Bank's request in writing, Vendor shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Vendor to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

In the event the Bank terminates the Contract in whole or in part, the Bank may, among other applicable remedies, procure Goods, Works or Services similar to those undelivered upon such terms and in such manner as it deems appropriate, and hold the Vendor liable to the Bank for any excess costs for such similar Goods, Works or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

The Bank will provide the selected vendor a remedy period of 30 days to rectify a default or given situation. The Bank will provide in writing the nature of the default to the selected vendor through a letter or mail correspondence. The 30 day time period will commence from the day the Bank has sent such correspondence to the selected vendor.

The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone and it will be considered as a breach of obligations of vendor:

- Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the successful vendor.
- Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- Failure of the vendor makes good the situation within the remedy period
- The selected vendor commits a breach of any of the terms and conditions of the RFP / contract.

In case of order cancellation, any payments made by the Bank to the Vendor for unacceptable deliverables would necessarily have to be returned to the Bank with interest @ 15% per annum from the

date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the vendor.

As part of Reverse Transition Services, Bank shall have the right, and Vendor shall not object to or interfere with such right, to contract directly with any Vendor's subcontractor.

G.9 Contract Review

The Bank desires to appoint the successful vendor for a total period of (5+3+3) months, considering the effort and investments required in the arrangement. However, understanding the complexities of the entire arrangement and to safe guard the interests of all the entities involved in the arrangement, the Bank would like to have options to revisit the arrangements and terms of contract as well as to re-price the same after the contract term on mutually agreed terms if necessary. Solely at the discretion of bank, contract may be renewed for another 12 months between the parties subject to their mutual agreement on the period of renewal.

The Bank expects the benefits from any un-anticipated decrease in technology infrastructure costs, over the term of the contract due to reduction of prices, efficient use of IT infrastructure / reduction of statutory charges, etc. and operations management methods that yield more efficient operations, to be passed on through re-negotiation. No conflict between the successful vendor and the Bank will cause cessation of services. Only by mutual consent the services can be withdrawn. This would include a well-defined reverse transition mechanism, which would normally require 3 to 6 months and will contain:

- Procedures for transition and migrating to the new service provider
- Time frame for parallel run
- Skill transfer mechanism and in specific cases the human resources requirement.

G.10 Subcontracting

The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under this assignment without the prior written consent of Bank.

G.11 Indemnity

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

- Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RFP; and/or
- An act or omission of the Bidder and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or
- Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
- Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors
- Material breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP; and/or
- Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other

Intellectual Property Rights; and/or

- Breach of confidentiality obligations of the Bidder contained in this RFP; and/or
- Negligence or gross misconduct attributable to the Bidder or its employees

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

- Notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim; and
- Co-operates with the Vendor in the defense and settlement of the claims

However, (i) the Vendor has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Vendor, except where the Bank is required by any authority/regulator to make a comment/statement/representation, provided the Vendor does not make a statement or undertakes any liability adversely affecting the right of the bank or creating any liability on the bank .

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Vendor, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Tender and subsequent Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Vendor to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

The Vendor shall not be liable for defects or non-conformance resulting from:

- Software, hardware, interfacing, or supplies for the solution not approved by Vendor; or
- Any change, not made by or on behalf of the Vendor, to some or all of the software/deliverables supplied by the Vendor or modification thereof, provided the infringement is solely on account of that change ;

Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Vendor.

In the event of successful vendor does not fulfill its obligations under this clause within the period specified in the notice issued by the CBI, Bank has the right to recover the amounts due to it under this provision from any amount payable to the vendor under this project.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this agreement.

G.12 Compliance with Laws

Compliance with all applicable laws: The vendor shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future,

pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender.

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

The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

G.13 Limitation of Liability

- G.13.1** Service Provider's aggregate liability in connection with obligations undertaken as a part of the Agreement regardless of the form or nature of the action giving rise to such liability (whether in contract, to or otherwise), shall be at actuals and/or Total Contract Value whichever is higher.
- G.13.2** Service Provider's liability in case of loss suffered by Bank on account of claims against the Bank resulting from willful misconduct or Gross Negligence arising due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
- G.13.3** "Wilful Misconduct" means any act or omission of a party which is wilfully intended to harm the interests of the other party, provided however, that wilful Misconduct does not include ordinary negligence, an error of judgment or mistake of a person.
- G.13.4** "Gross Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.
- G.13.5** Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Service Provider as part of procurement under the assignment
- G.13.6** Under no circumstances shall either party be liable to the other for any loss of business, goodwill or profits even if such party has been advised of such damages.

G.14 Visitorial Rights

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the vendor's premises without prior notice to ensure that data provided by the Bank is not misused. The vendor shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank/ RBI / any other regulator failing which the vendor will be liable to pay any charges/ penalty levied by RBI/ any other regulator.

G.15 Inspection of Records

All bidder records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors internal / external would execute confidentiality agreement with the vendor provided that

the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection which will be subject to the requirements of statutory and regulatory authorities. Bank/ Bank's appointed External auditors/ Regulators have right to audit and right to examine the facilities, activities and assets (hardware and software).

It will be the responsibility of the vendor to attend/comply/respond to any issues/ queries raised by any internal/External auditor during any type of audit during the project implementation period without any additional cost.

G.16 Assignment

The bidder agrees that the bidder shall not be entitled to assign any or all of its rights and or obligations under this Tender and subsequent Agreement to any entity including bidder's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the bidder under this RFP.

G.17 Publicity

Any publicity relating to the work to be carried out in BANK is strictly prohibited. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary prior permission to Bank. All the Bidders must give a declaration in this regard duly signed by them.

G.18 Solicitation of Employees

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by- case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party.

The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

G.19 Notices and other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by registered speed post with acknowledgement due or courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract. Notices shall be deemed given upon receipt, except that notices send by registered post in a correctly addressed envelope shall be deemed to be delivered 'on the date of acknowledgment signed on the AD card' and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

G.20 Waiver

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

G.21 Severability

If any term or provision or clause of the Agreement (to be executed under this RFP) is declared invalid, illegal or unenforceable, the remainder of this Agreement shall be unimpaired and the invalid, illegal or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision and that term or provision shall be enforced to the fullest extent permitted by law. The declaration of any term or provision being invalid, illegal or unenforceable shall not affect the other terms and provisions and the parties shall be liable to perform its duties as per the terms and provision of the agreement which are not declared as invalid, illegal or unenforceable.

G.22 Bidder's Design Liability

The Vendor shall carry out all and any works and services to give sufficient details for the construction or installation of the Works so as to ensure that the materials/equipment selected by the Vendor is in compliance with the Contract requirements, particularly those in the Project Overview and Technical Summary and on the Drawings, and the Works are workable as a whole in compliance with the performance requirements of all testing and commissioning and integrated system tests as stipulated in the Contract.

G.23 No implied deviation

The Bank expects the vendor to adhere to the terms of this RFP document, unless agreed to specifically by the Bank in writing for any changes to the tender document issued; the vendor responses would not be incorporated automatically in the tender document.

All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the vendors and may be accepted by the Bank to form part of final contract between the Bank and the selected vendor. Vendors are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.

G.24 Central Bank of India reserves the right to:

- a) Reject any and all responses received in response to the RFP
- b) Waive or Change any formalities, irregularities or inconsistencies in proposal format delivery
- c) Extend the time for submission of all proposals
- d) Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
- e) Select the next successful Bidder if the Bidder of choice fails to sign the agreement within a specified timeframe.
- f) Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder (s) /others, in any form.
- g) Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
- h) Change the time schedule of the RFP for inviting the bids or evaluation thereof
- i) Modify the quantity or any specifications related to eligibility or technicalities.
- j) No obligation to accept the lowest or any other offer received in response to the RFP and shall be

entitled to reject any or all of the offers. Bank has full rights to reissue the tender / bid for any reasons felt necessary by the Bank. The Bank's decision in this regard shall be final, conclusive and binding upon the bidder.

H. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

Annexure 01 - Bid - Table of Contents

Eligibility Cum Technical Bid to contain the following. All documents to be signed and submitted through E-Tendering Portal

SRN	Section Heading	Proforma Given (individual file not exceeding 10 MB)
1	<p>Eligibility criteria compliance with bidder comments</p> <ol style="list-style-type: none"> Covering letter certifying eligibility criteria compliance Letter of authorization from the company authorizing the person to sign the tender response and related documents. A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. Credential letters/Purchase orders/Supporting documents Application Money Transaction Details (NEFT/RTGS) Copy of the RFP document along with the addendums duly signed by authorized signatory. Purchase Preferences for MSE & Startup Purchase Preferences linked with Local Content Restriction on Procurement due to National Security 	<p>Bidder to provide As per Annexure 02, 2A,2B, 2C,2D,2E,2F,2G,2H,2I, 2J</p>
2	Bid Security Declaration	Annexure 03
3	Undertaking Letter	Annexure 04
4	Comments Format	Annexure 05
5	Conformity Letter	Annexure 06
6	Letter of Undertaking from OSD / OEM	Annexure 07
7	Undertaking of Information Security	Annexure 08
8	Detailed Project Scope	Annexure 09
9	Performance Guarantee	Annexure 10
10	Executive Technical Summary	Annexure 11
11	Commercial Bid Format	Annexure 12
12	Masked Commercial Bid Format	Annexure 13
13	Integrity Pact	Annexure 14
14	Methodology and Detailed Project Plan	Annexure 15
15	<p>Bidder Profile Format</p> <ul style="list-style-type: none"> - Profile of Proposed Team Leader and Core team members - Staffing Schedule For the duration of the project 	<p>Annexure 16 Annexure 16A Annexure 16B</p>
16	Details of Past implementation	Annexure 17
17	Security and Compliance	Annexure 18

Annexure 02 - Eligibility Criteria

Eligibility Criteria Compliance to be directly met by the Applicant

S. No	Eligibility Criteria	Yes/No	Supporting Required
A	General		
1	Applicant must have been in business for a minimum period of 3 years(as on date of RFP release)		Articles of association (AoA) and other Documentary evidences to be attached (To be uploaded as per Annexure 2A)
2	Applicant must be a Government Organization / PSU / PSE / LLP /partnership or private / public limited company in India at least for the last 3 years.		Documentary Proof to be attached (Certificate of Incorporation) (To be uploaded as per Annexure 2B)
3	Applicant must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) since 1st April 2017 till date.		Letter of confirmation from Applicant. (To be uploaded as per Annexure 2C)
4	The Applicant to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/manage mentor partnership firms/LLPs having common partners has not participated in the Application process.		
5	The Applicant to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the Applicant.		
B	Financial		
1	<ul style="list-style-type: none"> The Applicant must have registered a turnover of Rs. 25 Crores or above in each year during the last three completed financial years. Please specify turnover for HR advisory services (inclusive of the turnover of associate companies) 		Audited Financial statements for the financial years 2018-19,2019-20, 2020-21 Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification. (To be uploaded as per Annexure 2D)
2	The Applicant must be net profit (after tax) making entity (from Indian operations only) for the last two out of last three years, that is financial years - 2018-19, 2019-20, 2020-21		
C	Experience & Support Infrastructure		
1	Any HR transformation should have been implemented and running live in at least 1 Scheduled Commercial Bank preferably PSB, with a combined user base of 15,000 in last 3 years.		Details needs to be submitted in the format specified in Annexure 2E along with Documentary Proof of order/contract copy/ customer credentials.

2	Any PMS Solution should have been implemented and running live in at least 1 Scheduled Commercial Bank preferably PSB, with a combined user base of 15,000 in last 3 years.		Details needs to be submitted in the format specified in Annexure 2F along with Documentary Proof of order/ contract copy / customer credentials.
3	Applicant should have direct support office in Mumbai. In case direct support office is not present then an undertaking to be provided by the Applicant stating that the direct support will be provided at Mumbai whenever desired by the Bank		Documentary proof of support office in Mumbai / Undertaking (To be uploaded as per Annexure 2G)

Please also enclose the following

1. Covering letter certifying eligibility criteria compliance
2. Letter of authorization from the company authorizing the person to sign the tender response and related documents.
3. A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.
4. Credential letters/Purchase orders/Supporting documents
5. Application Money Transaction Details (NEFT/RTGS)

We hereby declare that all the information /details furnished as part of RFP response are factually correct.

Authorized Signatory Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 2A - Articles of association (AoA) and other similar document for different entities Documentary evidences to be attached

- Bidder must have been in business for a minimum period of 3 years (as on date of RFP release) (2018-19, 2019-20, 2020-21)

Annexure 2B - Documentary Proof to be attached (Certificate of Incorporation)

- Bidder Applicant must be a Government Organization / PSU / PSE / LLP/ partnership or private /public limited company in India at least for the last 3 years (2018-19, 2019-20, 2020-21)

Annexure 2C - Letter of confirmation from Applicant

- Applicant must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) since 1st April 2017 till date.
- The Applicant to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/manage mentor partnership firms/LLPs having common partners has not participated in the Application process.

Annexure 2D – Audited Financial statements for the financial years 2018-19, 2019-20, 2020-21 Certified letter from the Chartered Accountant: The CA certificate in this regard should be without any riders or qualification.

- The Applicant must have registered a turnover of Rs. 25 Crores or above in each year during the last three completed financial years.
- Please specify turnover for HR advisory services (inclusive of the turnover of associate companies)
- The Applicant must be net profit (after tax) making entity (from Indian operations only) for the last two out of last three years, that is financial years : 2018-19, 2019-20, 2020-21

Annexure 2E - Documentary Proof of order/contract copy/ customer credentials

- Any HR transformation should have been implemented and running live in atleast 1 Scheduled Commercial Bank preferably PSB, with a combined user base of 15,000

Annexure 2F - Documentary Proof of order/ contract copy / customer credentials.

- Any PMS Solution should have been implemented and running live atleast 1 Scheduled Commercial Bank preferably PSB, with a combined user base of 15,000

Annexure 2G - Letter of confirmation

Applicant should have direct support office in Mumbai, In case direct support office of the Applicant is not present in Mumbai then an undertaking to be provided by the Applicant stating that direct support would be provided by the Applicant at Mumbai whenever desired by the Bank

Annexure 2H - Purchase Preferences to Micro and Small Enterprises (MSEs) and Startups

Purchase Preference to Micro and Small Enterprises (MSEs) and Startups shall be applicable subject to full compliance of other terms and conditions of the RFP and Contract. Following are the conditions applicable as per the Government of India Guidelines on Purchase Preference.

- I. MICRO & SMALL ENTERPRISES [MSEs]: Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.- 33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines:
 - a) MSEs should provide proof of their being registered as MSE (indicating the Terminal Validity Date of their Registration) for the item under Tender/ RFP along with their offer, with any agency mentioned in the Notification, including:
 - District Industries Centers or
 - Khadi Village Industries Commission or
 - Khadi & Village Industries Board or
 - Coir Board or National Small Industries Corporation or 1.1.5. Directorate of Handicrafts & Handloom or 1
 - Any other body specified by the Ministry of Micro, Small & Medium Enterprises
 - b) For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
 - c) MSEs are exempted from paying Application fee/cost & EMD, subject to furnishing of valid certificate for claiming Exemption.
 - d) Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with the Bank
 - e) The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.
- II. STARTUP No exemptions/relaxation shall be given to the STARTUP owing to the criticality and the sensitivity of the project. (Ref: As defined in the Gazette notification No DL-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time)
- III. Note: The bidder should refer to detailed circular(s) issued by the concerned Ministry/Department of the Govt. of India.

Annexure 2I - Purchase Preference linked with Local Content (PP-LC)

Procurement through Local Suppliers (MAKE IN INDIA): Department for Promotion of Industry and Internal Trade, in partial modification (Paras 2, 3, 5, 10 & 13) of Order No P-45021/2/2017-B.E.II dated 15.6.2017 as amended by Order no. P-45021/2/2017-BE dated 28.05.2018, Order no. P.45021/1/2017-BE-II dated 29/05/2019 and Order no. 45021/2/2017-BE-II dated 04.06.2020 hereby issued the revised "Public Procurement (Preference to Make in India), Order 2017" dated 16.09.2020 to be followed to promote manufacturing and production of goods and services in India under "Make in India" initiative.

The salient features of the aforesaid Order are as under:

1. Class-I Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%
2. Class-II Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%.
3. Non-Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
4. The margin of purchase preference shall be 20 %, Margin of purchase preference means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.
5. "Minimum Local content" for the purpose of this RFP, the 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%.

Verification of Local contents:

1. The local supplier at the time of submission of bid shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per **Annexure-1G**. Local content certificate shall be issued based upon the procedure for calculating the local content /domestic value addition on the basis of notification bearing no. F. No.33(1) /2017-IPHW dated 14-9-2017 issued by Ministry of Electronics and Information Technology read with Public Procurement (Preference to Make in India) Order 2017 Revised vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 16-09-2020
2. False declaration will be in breach of the Code of Integrity under Rule 175(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 of the General Financial Rules along with such other actions may be permissible under law.
3. A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarments. The debarment for such other procuring entities shall take effect respectively from the date on which it comes to the notice of other procurement entities in the manner prescribed under order No P-45021/2/2017-PP(BE-II).
4. In the procurements of goods or works, which are covered by para 3(b) of Order No.P-45021/2/2017-B.E.-II dated 16-09-2020 and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the

margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

"Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities

- 5. Note: The bidder should refer to detailed circular(s) issued by the concerned Ministry/Department of the Govt. of India.

Annexure 1 G: Certificate of Local Content for Make in India (MII)

(Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with .Registration Number with seal.)

Date:

To,
The General Manager HRD,
Central Bank of India, Central Office
17th Floor, Chandermukhi,
Nariman Point
Mumbai - 400021

Dear Sir,

Ref.: RFP No.: _____ Dated: _____

1. This is to certify that proposed _____ <product details> is having the local content of _____ % as defined in the above-mentioned RFP.
2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated June 04, 2020.
3. _____ (Details of Locations where value additions are made and break up of local content percentage should be provided)

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Date:

Name of Authorized Representative:

Signature of Authorized Representative:

Annexure 2J - Restriction on Procurement due to National Security

This Certificate should be submitted on the letterhead of the bidder as well as the OEM/ Manufacturer duly signed by an authorized signatory

CERTIFICATE

(On letter head of the Company/ Firm)

To,
The General Manager HRD,
Central Bank of India, Central Office
17th Floor, Chandermukhi,
Nariman Point
Mumbai - 400021

Request for Proposal (RFP) Ref:

1. I have read the clause regarding restrictions on procurement from a bidder/OEM of a country which shares a land border with India; / certify that this bidder is not from such a country or, if from such a country, have been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"
2. I have read the clause regarding restrictions on procurement from a bidder/OEM of a country which shares a land border with India and on subcontracting to contractors from such countries;
3. I certify that this bidder is not from such a country or, if from such a country, have been registered with the Competent Authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with competent authority.
4. I hereby certify that we fulfill all requirements in this regard and are eligible to be considered. (Where applicable, evidence of valid registration by competent authority shall be attached)

Place:

Date:

Signature:

Name & Designation

Company Seal

Note: The bidder should refer to detailed circular(s) issued by the concerned Ministry/Department of the Govt. of India.

Annexure 03 - Bid Security Declaration (This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

Date

To
The General Manager HRD
Central Bank of India
17th Floor
Chandermukhi
Nariman Point
Mumbai – 400021

Dear Sir,

Subject: Request for Proposal (RFP) for Engagement of Consultant to Design, Develop, Implement, Integrate & Support an End-to-End Human Resources Development Solution with specific Focus on Target setting and Enhancing Performance Measurement & Management System

We _____ (bidder name), hereby declare that if we withdraw/modify our bids during period of bid validity, our participation in future tenders is liable to be suspended for 2 years from the date of submission of Bid.

We, also hereby declare that:

1. If any statement or any form enclosed by us as part of this Bid turns out to be false / incorrect at any time during the period of prior to signing of Contract and
2. In case, we become successful bidder and if:
 - a) we fail to execute Contract within the stipulated time or
 - b) we fail to furnish Performance Bank Guarantee within 30 days from the issue of letter of intent as stipulated in this RFP document. Then, our participation in future tenders is liable to be suspended for 3 years from the date of submission of bid.

Yours faithfully,

Authorized Signatory Name:

Designation:

Bidder's Corporate Name

Address: Email and Phone #

Annexure 04 – Undertaking (This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

To
The General Manager HRD
Central Bank of India,
17th Floor, Chandermukhi, Nariman
Point Mumbai 400 021

Sir,

Sub: RFP to Design, Develop, Implement, Integrate & Support an End-to-End Human Resources Development Solution with specific focus on Target Setting and Enhancing Performance Measurement & Management System

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 120 days from date of Commercial bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- b) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.
 - i. Name and Address of the Agent-
 - ii. Amount and Currency in which Commission paid / payable-
 - iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here)
5. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
6. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by..... 20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name Address Email and Phone #

Annexure 05 - Comments Format

[Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Curriculum Vitae, Experience in related projects etc. You are also requested to provide reference of the page number, state the clarification point and the comment/suggestion/deviation that you propose as shown below]

Name of the Bidder:

Contact Person from Bidder in case of need. Name: Tel

No:

e-Mail ID:

Sr. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1				
2				
3				
4				
5				
6				
7				
8				
9				

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone # Date:

Annexure 06 – Conformity Letter

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

Date

To
The General Manager HRD
Central Bank of India,
17th Floor, Chandermukhi,
Nariman Point
Mumbai 400 021

Sir,

Sub: : RFP to Design, Develop, Implement, Integrate & Support an End-to-End Human Resources Development Solution with specific focus on Target Setting and Enhancing Performance Measurement & Management System

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No.hereinafter referred to as "RFP") issued by Central Bank of India ("Bank") we hereby covenant, warrant and confirm as follows:

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

Authorized Signatory Name:
Designation:
Bidder's Corporate Name Address
Email and Phone #

Annexure 07– Letter of Undertaking from OSD / OEM

(This letter should be on the letterhead of the OEM / OSD / Manufacturer duly signed by an authorized signatory)

To
The General Manager HRD
Central Bank of India,
17th Floor, Chandermukhi,
Nariman Point
Mumbai 400 021

Sub: : RFP to Design, Develop, Implement, Integrate & Support an End-to-End Human Resources Development Solution with specific focus on Target Setting and Enhancing Performance Measurement & Management system

Sir,

We..... (Name of the OSD / OEM) who are established and reputable manufacturers / developers of having factories at, and do hereby authorize M/s (who is the vendor submitting its bid pursuant to the Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with you for supply of which are manufactured / developed by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorized the Bidder for this purpose.

We undertake to perform the obligations as set out in the RFP in respect of such services and hereby extend our support and services through M/s. during the 5 years contract period as per terms and conditions of the RFP.

We assure you that in the event of M/s..... not being able to fulfill its obligation as M/s vendor in respect of the terms defined in the RFP,(OEM / OSD Name) would continue to meet these either directly or through alternate arrangements without any additional cost to the Bank.

Yours Faithfully

Authorized Signatory (Name, Designation, Phone No., Email, etc.)

Annexure 08 – Undertaking of Information Security

(This letter should be on the letterhead of the bidder as well as the OSD/ Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement)

To
The General Manager HRD
Central Bank of India,
17th Floor, Chandermukhi,
Nariman Point
Mumbai 400 021

Sir,

Sub: : RFP to Design, Develop, Implement, Integrate & Support an End-to-End Human Resources Development Solution with specific focus on Target Setting and Enhancing Performance Measurement & Management

We hereby undertake that the proposed hardware / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Yours faithfully,

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #

Annexure 09 – Detailed Project Scope

Bank is inviting RFP to Design, Develop, Implement, Integrate & Support an End-to-End Human Resources Development Solution with specific focus on target setting and imbibing a performance oriented culture & talent management

This solution will be implemented for employee base of 16000 + employees of the Bank. Addition of employees will be detailed separately if needed and adequate notice will be provided for the same as per the business need. The design and implementation of the solution for clerical cadre of the Bank and employees in the subsidiaries will be taken up after the initial tenure of the contract (5+3+3) as per the discretion of the Bank as mentioned in the contract period.

The bank intends to implement an on premise solution.

The solution should be compliant for integration with all existing systems of the bank like CBS, HRMS etc. The existing investments made in the IT infrastructure, both hardware & application software to be optimally used.

HR System:

At present PeopleSoft HCM 9.2 and People Tool 8.55 is being used as application for HRMS application which is accessed by approx. 30,000 staff members.

The HRMS application is deployed in IBM Power Series Servers configured with power HA with AIX 7.1 as Operating System. IBM Power 8 series servers are being used as application and database servers at production setup and IBM Power 7 series server are being used for DR setup.

Technical Specifications

Interested Bidders who are dealing in HRD Solution and meeting the following technical specification may respond to this RFP. These features will be part of scope of work while ensuring existing features and services will continue to be available to bank. For each technical specification necessary evidence must be submitted. In the event the bidder needs to form a consortium with an original solution developer then the bidder may state the same in writing.

1	Industry Certifications and Evaluations: The applicant can form a consortium with an original solution developer. Details to be provided in Annexure 16- Bidder Profile Format
1.1	The proposed software must be latest but stable solution and must not be END OF LIFE/END OF SUPPORT/END OF ENGINEERING SUPPORT (which includes all kind of support viz. Software) till next Five years(including one year warranty) from the Go-Live sign off and till the contract validity.
1.2	If Proposed software/OS becomes End Of Life during said contract period, OEM should replace or upgrade the solution for ensuring smooth running of solution for entire contract duration. The bidder shall provide all ancillary software/ required OS without any additional cost to the Bank.
1.3	The bidder shall submit the infra requirement/ hardware sizing in detail for the components with the technical bid for all the location (DC, DR and UAT) of the Bank: The bank can only provide Windows server OS and Oracle Database along with VM as per optimized requirement. If any other OS and DB are required, the bidder shall provide at their own. Bank will provide virtual servers with windows operating system and Oracle database licenses. If any other hardware/software is required same should be provided by the bidder at no extra cost to the Bank and same shall be indicated in the bill of materials. If the operating system is not

	Windows & DB is not Oracle then same should be provided by the bidder. Bank will provide only Oracle DB license. Installation and Post installation maintenance will be the responsibility of the successful bidder.
1.4	The Solution architecture should meet all statutory and data Compliance requirement.
1.5	The Solution may be required to meet required regulatory compliance such as SOX, PCI DSS, Data Privacy Law, GDPR etc.
1.6	The solution must be designed & developed in a manner wherein the existing investments made by the Bank are optimally utilized and protected.
1.7	The proposed solution should also be accessible to end users through mobile interface (App / mobile friendly website)
2	Architecture and Performance
2.1	The bidder should integrate the proposed solution with CBS, HRMS, other required servers, applications, databases, middle wares etc. The bidder should also suggest incremental customizations to the existing systems that will enhance the efficiency of the system.
2.2	The solution should be able to be implemented in virtual environment as well as on hardware appliances if required.
2.3	There should be no latency or performance degradation in using an average of 10000+ concurrent users and systems.
2.4	The solution should provide optimum utilization of resources by using Load balancing between its devices, if it is using multiple servers.
3	Security & Support
3.1	The best practices of mobile app security to ensure that the solution is risk-free and does not disclose the personal information of the user. It is important for developers to ensure that all security checks are performed before the app is uploaded for banks usage
3.2	The Bank expects the bidder to provide source code of IT solution. The Proposed Solution should be provided with Ongoing Software Upgrades for all major and minor releases during the project period.
3.3	Onsite support team to be provided on commencement of implementation. The bidder shall provide support and maintenance of the developed solution for a period of 5 years. The team needs to have experience in both technical trouble shooting and functional problem solving. The team should also provide trainings to the Bank technical team to ensure knowledge transfer and sustainability of the solutions. The bidder should provide profile of proposed team leader and core team members as per Annexure 16 A and Annexure 16 B

1. Functional Specifications

The consultant will review and conduct gap analysis of the existing Performance Management/HR Systems & processes; assess implementation gaps, besides suggesting adequacy of the current HR systems of the Bank. The analysis should include proposed strategy for each area and its derivatives in comparison to the similar systems followed by domestic and global peers, regulatory guidelines, future requirements in changing banking scenario and suggest best in Industry model.

The Consultant will need to review and conduct gap analysis for the below mentioned areas:

1.1. Organization Structure Realignment

The consultant will analyze the existing organization structure of the Bank to identify gaps as compared to peers and best in class benchmarks to help achieve better productivity, empowerment and accountability. The consultant will also analyze the need for realignment of top-level organization structure as relevant, define a Clear Structure with some minor tinkering for smooth implementation and promote performance as per needs.

The proposed solution should have specific modules for defining the org. structure & hierarchy along with role clarity.

Organization Module / Organization Hierarchy:

Every employee should know his/her reporting authority, scale, designation, role and other aspects including details of reportees. This module will help employee in identifying the employee related information captured in performance measurement & management system. This will be used for looking at reporting structure by each employee, raising requests for modification in reporting structure and allocating Reporting authorities by the Admin. Organization module also deals with change triggers required for making changes in employee related parameters.

Role Clarity Module:

Role clarity module should be present for providing clarity to officers in terms of their roles, KRAs and targets. On allocation of the roles, employees will get to know their roles, KRAs and corresponding weights. Targets for measurable KRAs would be available at the completion of the Target Setting exercise. Current PMS is based on role-wise structure where the roles are divided into two broad categories as Budgetary & Non-Budgetary Roles

1.2. KRA& KPI designing for employees based on their role& individual target

Setting up KRAs and performance indicators of employees

1. Identify different job roles across different operating units, including head office departments, geographic units, and special-purpose units. The job roles should cover all officers of the Bank
2. KRAs to be defined for various business, support and control functions in branches / offices / controlling offices /corporate offices/Regional office/Zonal office/Central office/Specialized business/non-business units.
3. KRAs must be indexed towards measuring outcomes for tasks performed rather than activities performed
4. KRAs must be action inducing and sourced through a mix of leading and lagging indicators to strike balance on historical performance and drive future actions.
5. While setting up KRAs for different job roles, the KRAs should be defined such that:
 - They are objective and measurable to the extent possible.
 - They comprehensively reflect the duties of employees in those specific roles
 - They reflect the requirements with respect to business growth, customer service, risk management, compliance and employee productivity
 - Approx. 6 –10 KRAs per role to ensure balance of granularity & ease of monitoring
6. Set up performance indicators that have operationally feasible ways of measurement with adequate and

objective clarity

7. Develop a tool/software application that is usable across Bank's offices, for allocating roles & KRAs to all officers across field, region, zonal and head offices. The tool must have the following features
 - Role library
 - Assignment of roles to all subordinates by a supervisor as per job allocation
 - Assignment of multiple roles to a single individual
 - Determine KRAs and weightages basis role combinations
 - Option for officials to view assigned roles & KRAs and workflow based acceptance & reject mechanism for subordinate
 - Flexibility to change KRAs and weightages
 - Handle contingencies like mid-year transfer, retirement, resignation, suspension, LOPs, approved long leaves, etc. during the year

1.3. Target setting for the employees based on overall Bank business targets

Target-setting involves scientifically identifying understanding and fixing job roles of incumbents, clubbing of similar job roles, redefining both functional and administrative key responsibility areas (KRA) with proper measurability for all the roles and assigning of time bound targets based on defined performance metrics for all verticals of the Bank under a Two-way approach, i.e. Top to bottom and Bottom to top approach. Time bound targets are to be fixed on a monthly, quarterly, half yearly or annual basis and are to be communicated appropriately to the concerned field unit and employees (employees to have unit level targets assigned, depending on the role). The aim is to create an environment of challenges for the employees and to make them redefine their individual and group goals. The strategy of target setting shall help to redefine transparency and accountability in the organization.

The major areas of delivery for the designing and implementing Target Setting Tool would be as under:

1. The targets should be in line with the KRAs set and both should be such that they are measurable at least to the extent of the benchmark set for the banks
2. Corporate Mission/ Goals/ Product wise Strategy / Operational Plans & Strategies → Performance Budgets → Time-bound & measurable Targets including targets defined in terms of various products (Corporate to zones, zones to regions, regions to Branches and branches to employees) basis potential in different geographies / market segments. Employees in the branch may have unit level KRAs so while targets will be set for branches, they should also be cascaded down to every employee basis his / her KRAs
3. Tracking the performance and Alert System (Flags)
4. Define scientific approach to sub-divide business targets of the bank across different operating units, including
 - Head-office departments
 - Geographic units, e.g., Zonal/Regional Offices and Branches
 - Specialized business/non-business units
5. Establish process and governance mechanism for centralized review of sub-divided targets and final approvals
6. Develop methodology to finish target setting process in time-bound manner including developing a tool, which should be usable across all offices, by which the target cascading process can be repeated from time to time. The tool must facilitate –
 - Top down as well as bottom up target setting option
 - Cascade business targets across the organization hierarchy, starting from head-office to verticals, zonal/regional office and branches
 - Target setting for multiple business parameters
 - No buffers across the process

7. Provide historical and market data-driven guidance & insights to help set scientific targets at a last-mile level for applicable business parameters
8. Provide differentiated and scientific targets generated from market, branch & peer group analytics
 - Auto-capture of deviations & exceptions to build institutional memory
 - Maker-checker-validator workflows for target setting governance
 - Dashboards & templates for progress review & monitoring
 - Ability to reassess & realign target based on prevalent situations

1.4. Digitally Enabled Performance Measurement & Management (Performance Management Analytics, Review and Reward Framework):

1. Design and deploy a digitally-enabled performance management system, to be repeatedly used by all officials of Bank, with the following features:
 - Employee-level visibility of their targets, KRAs, and performance against targets on regular basis
 - Linkage of performance parameters with various business and operational data from other Bank systems
 - Branch dashboards with a view of their performance against targets
 - Performance culture institutionalized through KRA visibility, peer comparisons & analytics-driven interventions
 - View of quarterly performance of all direct reportees
 - Dashboard/Data for HR for tracking performance & for tracking appraisal status of all employees
 - Visibility & insights on monthly performance
 - Objective grading framework that distinguishes top performers
 - Monthly, quarterly, semi-annual, and annual level reports
 - FAQ, support and feedback facility
 - Auto-escalation of appraisal if not closed within timelines (after end of FY)
 - Tool should be easy to use for PWDs as well
2. The branch/employee performance dashboards, as described above, should be available to the branch heads and employees (for their respective KRAs) on their desktop computer devices as well as mobile devices
3. Scope for MTD/QTd/YTD scores and peer comparison should be available. Focus areas or areas of improvement should be highlighted & facility to communicate the same to employees frequently to be provided
4. Devise roadmap for transition from the current performance management system, processes to the target system, processes
5. Design governance mechanisms and performance review cycles based on the digitally-enabled performance management system
6. Design solution to implement the grading framework & criteria for creation of Cohorts. The performance of employees must be compared with officers working within same cohorts.
7. The system must also provide regular feedback on performance to the employee and suggest course correction measures such as business opportunities to be tapped, best practices to be sought, etc. Training interventions could also be customized for capacity/ performance improvement.

Performance Measurement and Analytics

The envisioned system should auto-generate scores based on the Key Result Areas of the employee concerned with least or no manual intervention. For the said automation, linkage to various databases like LMS/MIS/HRMS etc. can be used. For non-budgetary roles, where quantifying targets poses difficulty, a suitable mechanism must

be designed and implemented to remove subjectivity in marking.

The performance management system must serve to increase business orientation among employees, by being an effective tool that clearly spells out expectations of work performance and consequent rewards. It must successfully instill feeling of ownership & accountability among employees.

Cohorts & Grading

Cohorts are groups of officers performing similar type of roles and working in similar geographies, contexts and constraints. The cohorts should be created for the following categories which will cover all the officers in the Bank, but system should have scope to add/remove the Cohort Categories

The cohorts once identified have to be linked with the assessment part of the Performance measurement & management System as mentioned below:

- The performance of officers will be compared with officers working within same cohort.
- The absolute marks obtained by employees in each cohort will be converted into grades.
- There should be an option to merge two or more cohorts into one depending upon the no. of officers in them.

Performance Analytics:

This entails using statistical techniques for –

- Data analytics on the PMS scores (yearly from start of the new PMS solution) to gain insights on scoring trends, to enable corrective action for unhealthy trends.
- Using analytics for in depth analysis of the branch/business unit-wise performance of the organization with insights on improving it further: This may include, but not be restricted to insights on performance of different businesses / products.

The envisioned PMS should be able to draw suitable inferences about the performance of the branch/employee and throw insights for corrective action to improve performance. The system should be able to make suggestions to improve performance in specific business parameters.

There must be comparison of performance of an employee, with others performing in the same role that is, band or cohort comparison, to give a rounded perspective on self-performance.

Reward Policy

A well rounded reward and recognition policy is to be designed to boost employee morale and improve employee engagement, for which the redefined PMS shall be the foundation. The consultant should suggest performance linked rewards based on the proposed solution various terms like desired Postings, Promotions, Incentives, Recognition, and Trainings etc.

1.5. Scientific Manpower Planning (Work Force Management): Transfer and Posting based on manpower planning requirements

The Bank proposes to setup a digital system for objective evaluation, forecast and deployment of manpower. This tool shall at least have the following capabilities:

1. To look at the current and future position and needs of the Bank to come up with an annual Man power plan based on vacancies, attritions, bank's strategy etc.
2. Field unit-wise staff requirement should be calculated on the basis of scientific formulas and algorithms with various parameters including, unit Size, unit Category, unit Geographical Location, Business Locality, Business Category, business potential, time and motion studies, etc.
3. Develop Tool with norms for manpower planning at the branch level considering
 - Business targets and mix

- Historic performance trends
 - Operational intensity and time taken for various activities at the Branch based on the time and motion study.
 - Strategic priorities that require branch-level execution focus
4. At Administrative Offices, the focus shall be on:
 - Reviewing related departments, nature of roles like technical, non-technical, etc.
 - Defining horizontal, vertical and diagonal career tracks for employees, for both specialist and general cadre
 - Detailing the movement criteria and movement opportunities for each kind of movement
 5. Identify imbalances and develop a roadmap for addressing them
 6. Ensure optimum tooth-to-tail ratio is maintained
 7. To comply with the Bank's policies and Government guidelines while identifying and posting an employee.
 8. The solution should enable the Bank to decide the postings on the basis Manpower Planning, Regulatory requirements, Bank's policies, Resource optimization, Job family, etc.
 9. Deployment as per the estimated requirement using IT-based HR Deployment Decision Support System

1.6. Job Families

The Bank already has a board approved Job Family structure and has already assigned Job Families to officers from Scale 2 to 5. The consultant needs to review and conduct gap analysis of the existing Job Family processes, assess implementation gaps, besides suggesting adequacy of the current system of the Bank. The analysis should include proposed strategy & suggest best in industry practice and model. The consultant shall also implement the same digitally in line with EASE guidelines.

The consultant is expected to relook & re-design the existing approved job families considering

1. Deciding parameters (like educational qualifications, skill, competency, knowledge, experience, behavior and aptitude etc.) relevant for job family allocation, with flexibility for shifting
2. Assignment of the job family to the employees to be done based on suitable parameters putting the right person in the right place so as to maximize business performance and facilitate integration of recruitment, selection and career development and progression.
3. Identification of roles & scale-wise vacancy for each job family & optimal allocation of personnel to job families through an objective process taking into consideration parameters decided for job family allocation
4. Ensuring transfers and promotions within the job family & defining career paths for employees to shift from job family after minimum years' service period is complete
5. Job family focused learning & development plan

1.7. Succession Planning

The Bank has already completed Succession Planning exercise & created IDPs for officers up to Scale IV. The consultant needs to review and conduct gap analysis of the existing Succession Planning processes, assess implementation gaps, besides suggesting adequacy of the current system of the Bank. The analysis should include proposed strategy & suggest best in industry practice and model. The consultant shall also implement the same digitally in line with EASE guidelines. The consultant should identify critical profiles in the Bank and target key candidates and create succession trees. Once the succession trees are in place, the tool should review career summaries, monitor the progress of key employees, track changes to key positions, and make adjustments to succession plan if there is any change in the Bank's requirement. The solution has to be integrated with aspects related to career path, Individual Development Plan, Job family etc.

1.8. Talent development (Competency mapping, career path, Individual Development plan)

The consultant to design & implement a Talent Management Tool with 360-degree employee profile & leadership pipeline planning.

1. The tool should identify suitable candidates for role or function based on fitment, readiness, location, etc. thereby enabling right person for right role.
2. It should also capture the Digital Talent Profile for each employee with details such as role history, performance history, 360 degree feedback, supervisor inputs, training needs, etc.
3. The tools should aid in creating Leadership pipeline by documenting gaps & proposing course corrective actions across succession roles, posting, Job Family, L&D and other interventions.
4. The re-designed system should aid in building capability and engage employees more effectively including capturing good performance on qualitative and quantitative KRAs.
5. The tool should be able to give the bank an individual talent profile, defining and implementing a Competency Framework & facilitate in selection for job families according to the competencies of the employee.
6. The tool should identify suitable candidates for role or function based on fitment, readiness, location, etc.
7. The system must also provide regular feedback on performance to the employee and suggest course correction measures such as best practices to be used, as well as suggest training interventions to bridge the identified skill gaps.
8. It must also have the capability to capture supervisor feedback at identified critical instances.
9. The system must have provision for setting a role-based Individual Development Plan for the employee with set goals to be achieved, important milestones and timelines. These goals must be a combination of corporate goals and those related to personal growth of the employee
10. The tool should capture the skill of each individual and create a skill inventory for the Bank

1.9. 360 Degree Feedback and Employee engagement

The consultant to study existing practices on engagement and recommend a system for 360 degree Feedback takings inputs from peers, direct reports, manager & self-assessment. The data obtained from the 360 degree feedback and employee engagement surveys conducted in the Bank to be integrated with the other HR aspects like transfer, succession planning, talent development etc. and also to set a system of replication of the exercise on a periodical basis in future. The solution should also provide actionable insights to management.

Employee engagement initiatives should also be designed & conducted to drive awareness & adoption of new HR program through multiple touch points.

1.10. Employer Branding and Core values

Employer Branding

Central Bank of India being a digital age Bank which aims to connect with today's customers on all facets and wishes to be perceived as the employer of choice to help attract the best talent available in the market pool. In this regard the Bank wants to outreach to the prospective employees across digital platforms in a manner which is most conducive to the target audience. Hence the consultant is required to come up with a solution (tool or otherwise) to bridge this gap and devise employer brand & value proposition for the Bank.

Core Values

The consultant is required to offer a solution / tool along with a roadmap to embed and reinforce the core values of the Bank which defines its elements in each of its employees. The aim is to instill the Bank's values into

each facet of an employee's experience in the Bank.

1.11. Overall Change preparedness

To design and implement a complete HR transformation, thus facilitating the Bank to deliver in terms of achieving business goals through recruiting and retaining the right employees and aligning HR more closely to business strategy. It is of utmost significance that the outcomes from the above dimensions flow into the existing HR functions like Recruitment, Promotions, Learning and Development and Career Progression. The consultant is required to seamlessly integrate the various stages of the HR life cycle in the Bank with a specific focus on the following activities to be undertaken during this stage of implementation:

- Drive change management initiatives (adoption, stabilization, impact)
- Prepare strategies for adoption of new PMS processes and implementation support
- Train relevant/ identified officers (Change Agents) across verticals and departments who can drive the intended change in the Bank
- Provide program management support for the PMS implementation.
 - Assist the Bank in setting up Project Delivery team
 - Detailed Execution Plan
 - Weekly project status report to HRM
 - Risk, Issues and dependencies report.
 - Understand the key challenges faced and discuss with concerned stakeholders / HRD to identify the solution
- Draw a roll-out and implementation plan for all the solutions and ensure successful change management
- Prepare and execute the communication plan to ensure transparent, timely and specific communication to all groups of stakeholders.
- Consultant should support the bank in the transition effectively to the new/ modified Performance Management system / new HR processes and systems and ensuring a smooth transition for all employees in the Bank.
- The consultant should do handover and provide knowledge transfer of set up and configuration of the PMS with a defined time frame and knowledge transfer and properly documented.
- Consultant should ensure seamless integration of the technological tools developed under the scope of this project to ensure creation of a single HR ecosystem.
- Mechanisms to measure the efficiency and effectiveness of the initiatives and the governance mechanisms that will ensure continuous implementation and maintenance of the new HR processes, including defining the turnaround time, creation of escalation matrices, creation of a process to address queries regarding implementation of new HR systems, etc.
- Capability Building for Bank's Team by sensitizing key stakeholders about the changes in HR systems and processes and building capability of Bank's team to understand, communicate and implement the new systems.

2. Delivery Priority

The timelines below are the indicative priorities of Bank. Bidder partners are suggested to provide their approach towards the project based on the requirements of the Bank. The bidder partner shall devise their action based on their understanding of the project.

The Bank expects that the consultant will adhere to the priority buckets & timelines as detailed in table.

SRN	Key Areas of Consideration	Priority Buckets	Timelines
1	Overall Change preparedness	A	Over the entire project period
2	Organization structure realignment	A	Over the entire project period
3	Digitally Enabled PMS – Improvement from current practices, policies and systems	A1	Within 5 Months
4	Target setting for the employees based on overall bank business targets	A2	Within 5 Months
5	KRA & KPI setting for employees based on the targets set above	A3	Within 5 Months
6	Scientific manpower planning (Workforce Management)	B1	Between 6 to 8 Months
7	Succession Planning	B2	Between 9 to 11 months
8	Job Family Allocation	B3	Between 6 to 8 Months
9	Talent Development (Competency Mapping , career path, IDPs)	B4	Between 9 to 11 months
10	360 Degree Feedback and Employee Engagement	C1	Between 9 to 11 months
11	Employer Branding and Core Values alignment	C2	Between 9 to 11 months

3. Product Presentation and Demonstration Criteria: Major criteria for demonstration of the solution are as following (but not limited to):

- Live tool Demo of all modules
- Front-end portal and user interface
- Mobile interface
- Performance Measurement Management System – Performance dashboards, Role assignment and KRA allocation
- Reporting and analytics for all modules
- Event based SMS/MIS/Alerts

Annexure 10 – Performance Bank Guarantee

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To
The General Manager HRD
Central Bank of India,
17th Floor, Chandermukhi,
Nariman Point
Mumbai 400 021

WHEREAS M/S.....(Name of Bidder) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at ,
(Please provide complete address) (hereinafter referred to as "Vendor") was awarded a contract by Central Bank of India (CBI) vide their Purchase Order no.....
Dated (herein after referred to as "PO") for.....
.....

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. Dated for.....
.....(herein after referred to as "RFP"), the vendor is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank in India in your favour for Rs /- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the Bidder has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of Bidder, WE,....., a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 having it's..... Office at and a branch interalia at India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and it's address) through our local office at India furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs..... /-(Rupees

..... only) against any loss or damage caused to or suffered by or that maybe caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith merely on demand pay to you such sum or sums not exceeding the sum of Rs...../-.
(Rupees

..... only) as may be claimed by you on account of breach on the part of the Vendor Bidder of their obligations or default in terms of the PO and RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the vendor has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur and also without referring to the Vendor. Any such demand made by Central Bank of India shall be conclusive as regards the amount due and payable by us to you.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Vendor after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after (date)
without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the vendor and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the vendor or any other forbearance, act or omission on your part or any indulgence by you to the vendor or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs/-(Rupees..... only) as aforesaid or extend the period of the guarantee beyond the said(date) unless expressly agreed to by us in writing.
5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the vendor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the vendor.
6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the vendor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the vendor from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.

8. Any notice by way of demand or otherwise hereunder may be sent by special courier, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing uncanceled and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. The Bank Guarantee shall not be affected by any change in the constitution of the vendor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the vendor in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the vendor shall have no claim against us for making such payment.
13. Notwithstanding anything contained hereinabove;
 - a) our liability under this Guarantee shall not exceed Rs. /- (Rupeesonly)
 - b) this Bank Guarantee shall be valid and remain in force up to and including the date and
 - c) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand within 3 months of the expiry of this guarantee or during the validity period of the bank guarantee.
14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the day of, 20....

For and on behalf of

Branch Manager Seal and Address

Annexure 11 - Executive Technical Summary

Executive Technical Summary should be limited to a maximum of five pages and should summarize the content of the response.

The Executive Summary should initially provide

- a) An overview of Bidder's organization and position with regards to Supply, Implementation and Maintenance of PMS Solution
- b) Brief description of the unique qualifications of the Bidder
- c) A summary on capabilities such as resources and past experience of providing such services
Information provided in the Executive Summary is to be presented in a clear and concise manner.
- d) A summary of timelines can be added to the Executive Technical Summary for each of the priority buckets.

SRN	Key Areas of Consideration	Priority Buckets	Timelines
1	Overall Change preparedness	A	Over the entire project period
2	Organization structure realignment	A	Over the entire project period
3	Digitally Enabled PMS – Improvement from current practices, policies and systems	A1	Within 5 Months
4	Target setting for the employees based on overall bank business targets	A2	Within 5 Months
5	KRA & KPI setting for employees based on the targets set above	A3	Within 5 Months
6	Scientific manpower planning (Workforce Management)	B1	Between 6 to 8 Months
7	Succession Planning	B2	Between 9 to 11 months
8	Job Family Allocation	B3	Between 6 to 8 Months
9	Talent Development (Competency Mapping, career path, IDPs)	B4	Between 9 to 11 months
10	360 Degree Feedback and Employee Engagement	C1	Between 9 to 11 months
11	Employer Branding and Core Values alignment	C2	Between 9 to 11 months

Annexure 12 – Commercial Bid Format

Sir,

Sub: – Engagement of Consultant to Design, Develop, Implement, Integrate & Support an End-to-End Human Resources Development Solution

We give below our consultancy fee for the services to be rendered by us as per the scope of consultancy given in the “Request for Proposal (RFP) Design, Develop, Implement, Integrate & Support an End-to-End Human Resources Development Solution dated

S. No.	Item	Amount in (Rs)	Amount in words
1	Consultancy Fees		
2	Annual maintenance / technical support cost		
	Total		

Authorized Signatory(ies)

Name: Designation:

Contact Number:

Name of the firm:

Address:

Official Seal of the Firm/Company

Place:

Date:

(Note: For the purpose of evaluation, the quote excluding Tax will only be considered. The Commercial Bid should contain the total project cost, on a fixed cost basis. The annual maintenance and technical support cost will be released in a phased manner during the tenure of 5 years. The Bank will not provide any reimbursement for travelling, lodging/boarding, local conveyance or any other related expenses.)

(The Consultancy fee shall be quoted for initial project period of 5 months. However bank may extend the project period for further two periods of 3 months each. The cost of the extended period shall be proportionally same as that of the initial period and will be arrived at by logic given below:
Consultancy for 5 months (say Rs A) and for rest period of 3 months = $A/5 \times 3$ for each extension of 3 months)

Annexure 13 – Masked Commercial Bid Format

Sir,

Sub: – Engagement of Consultant to Design, Develop, Implement, Integrate & Support an End-to-End Human Resources Development Solution

We give below our consultancy fee for the services to be rendered by us as per the scope of consultancy given in the “Request for Proposal (RFP) Design, Develop, Implement, Integrate & Support an End-to-End Human Resources Development Solution dated

S. No.	Item	Amount in (Rs)	Amount in words
1	Consultancy Fees		
2	Annual maintenance / technical support cost		
	Total		

Authorized Signatory(ies)

Name: Designation:

Contact Number:

Name of the firm:

Address:

Official Seal of the Firm/Company

Place:

Date:

(Note: For the purpose of evaluation, the quote excluding Tax will only be considered. The Commercial Bid should contain the total project cost, on a fixed cost basis. The annual maintenance and technical support cost will be released in a phased manner during the tenure of 5 years. The Bank will not provide any reimbursement for travelling, lodging/boarding, local conveyance or any other related expenses.)

(The Consultancy fee shall be quoted for initial project period of 5 months. However bank may extend the project period for further two periods of 3 months each. The cost of the extended period shall be proportionally same as that of the initial period and will be arrived at by logic given below:
Consultancy for 5 months (say Rs A) and for rest period of 3 months = $A/5 \times 3$ for each extension of 3 months)

Annexure 14 – Integrity Pact

(Each Participating bidder/s shall submit Integrity Pact as per attached Annexure-14 duly stamped for Rs. 500/- (Five Hundred only) or as per the rates notified at place of execution of agreement. Integrity pact should be submitted by all participating bidders at the time of submission of bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time schedule prescribed by Bank may be relevant ground of disqualification for participating in Bid process).

PRE CONTRACT INTEGRITY PACT

1. GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on ____ day of the month 20____, between, the Central Bank of India, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at Chandramukhi, Nariman Point Mumbai-400021, with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri _____, (Designation of the officer) representing _____, of the BUYER, of the FIRST PART AND

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

1.2. WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item)/engage the services and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the stores/services and

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

1.4. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Stores/Equipment/Items/Services proposed to be procured by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyond as provided in clause 13 and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.

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

and subsequent to the Contract to be entered into with a view to:-

2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service/Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2. Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

COMMITMENTS OF THE BUYER

3. The BUYER commits itself to the following:-

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

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

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

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

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

4.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries,

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

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

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

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

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

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

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

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

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

5. PREVIOUS TRANSGRESSION

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

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

6. EARNEST MONEY (BID SECURITY)

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

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

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

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

7. SANCTIONS FOR VIOLATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

7.2. The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/ SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

7.3. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/SELLER /CONTRACTOR. However, the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

8.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not

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

9. INDEPENDENT EXTERNAL MONITORS

9.1. The BUYER has appointed 1. Sri Trivikram Nath Tiwari [mail: trivikramnt@yahoo.co.in]

2. Sri Jagdip Narayan Singh [mail: jagadipsingh@yahoo.com]

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

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

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

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

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

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

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

9.8. The Monitors will submit a written report to the BUYER at the earliest from the date of reference or intimation to him by the BUYER/BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE

PROVIDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination,

11. LAW AND PLACE OF JURISDICTION

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

12. OTHER LEGAL ACTIONS

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

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

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

BUYER

BIDDER

(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)

Annexure 15 – Methodology and Detailed Project Plan

1. Bidder should cover details of the proposed methodology for providing services relating to Design and Implementation of PMS Solution. The methodology should include aspects such as
 - a. Approach and methodology for design phase
 - b. Software/system implementation
 - c. System rollout
 - d. Training
 - e. Project management
 - f. System maintenance and support including.
 - i. Bidder's presence in India
 - ii. Bidder's support mechanism
2. Bidder may give suggestions on improvement of the scope of work given in the RFP and may mention the details of any add-on services related to services over and above what is laid down in the tender document.
3. Bidder is expected to provide details of the organization structure proposed for the execution of this contract. This should cover the composition of the complete team including Lead Bidder and Consortium members including their escalation matrix.
4. A Detailed Project Plan covering break-up of each phase into the key activities, along with the start and end dates must be provided as per format given below.

S. No.	Item of Activity (Project Plan)	Month wise Program			
		Month 1	Month 2	Month 3	Month 4
1	Activity 1				
1.1	Sub-Activity 1				
1.2	Sub-Activity 2				

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 16 – Bidder Profile Format

1	Name of the Company														
2	Year of establishment														
3	Turnover (in INR)	FY2018-19: FY2019-20: FY2020-21 :													
4	Profit after tax (in INR)	FY2018-19: FY2019-20: FY2020-21 :													
5	Role of the member (Consultant/SI/ Bidder/ Others (description))														
6	Head Office Address														
7	Telephone No. (with ISD/STD Code)														
8	Fax No. (with ISD/STD Code)														
9	E-mail Address														
10	Name of the Key representatives for this project														
11	Part of Consortium or MOU with original solution developer (please provide details separately if required)														
11	Any accreditations / Certifications (e.g. CMM, ISO, ITIL etc.)														
12	Previous experience in implementation of HR/PMS Solution at Scheduled Commercial Banks preferably PSBs	Implementations in the last 3 years:													
		<table border="1"> <thead> <tr> <th>Name of the customer</th> <th>Total no. of users</th> <th>Module deployed</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>		Name of the customer	Total no. of users	Module deployed									
Name of the customer		Total no. of users	Module deployed												
	Implementations done prior to last 3 years														
	<table border="1"> <thead> <tr> <th>Name of the customer</th> <th>Total no. of users</th> <th>Module deployed</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>		Name of the customer	Total no. of users	Module deployed										
Name of the customer	Total no. of users	Module deployed													
	Please provide details for each past implementation in <u>Annexure 17</u>														

As of this date, the information furnished in all parts of this form is accurate and true to the best of my knowledge.

Signature of Authorized Signatory

Signatory Name:

Designation:

Seal:

Date:

Annexure 16A: Profile of Proposed Team Leader and Core team members (in Firm's letter head)

To
The General Manager HRD
Central Bank of India,
17th Floor, Chandermukhi,
Nariman Point,
Mumbai 400 021
Sir,

Sub: RFP to Design, Develop, Implement, Integrate & Support an End-to-End Human Resources Development Solution with specific focus on Target Setting and Performance Measurement & Management.

Profile of Proposed Team Leader and Core team members (separately for each member)		
Name		
Present Designation		
Qualifications		
Nationality		
Years in the firm & Total Work experience		
Language Proficiency		
Areas of expertise relevant to RFP		
Role in proposed assignment		
Working – Onsite/Offsite & % time allocation	Man-hour :	
	Onsite : (%age)	Offsite: (%)

We hereby acknowledge that the information provided by us is true and to the best of our knowledge.

Signature of Authorized

Signatory Name:

Designation:

Seal:

Date:

In each of the scope listed, if more than one professional is available then the indicative profile of each of such professional should be furnished

Annexure 16B: Staffing Schedule for the duration of the project (in Firm's letter head)

SRN	Particulars	0-5 Months	6-8 Months	9-11 Months
1	Name of the Key team Leader with time allocation to the project (in %age)			
2	No. of Staff deployed for full time onsite			

We hereby acknowledge that the information provided by us is true and to the best of our knowledge.

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

In each of the scope listed, if more than one professional is available then the indicative profile of each of such professional should be furnished

Annexure 17 – Details of past implementations

Please provide details of prior experience in design, deployment and implementation of PMS Solution at other commercial banks.

For each prior experience reference that the bidder wants to highlight, one sheet in the below template must be submitted as part of the technical bid in the proposal.

Name of the bidder for which client reference is being provided	
Name of the client	
Country	
Client address	
Description of the assignment and the scope of services delivered by the bidder to the clients	
Description of the solution implemented. Also indicate whether it is the same as the solution proposed to the Bank.	
Assignment duration (in months)	
Assignment start date (Month & Year)	
Assignment end date (Month & Year)	
Total no. of staff months in the assignment	
Approximate value of contract (in INR)	
Client Reference 1	Name: Designation: Address: Phone No: Mob No: Email ID:
Client Reference 2	Name: Designation: Address: Phone No: Mob No: Email ID:

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #

Annexure 18 – Security and Compliance

The respondent has to comply with the Information security policy of the bank for the applicable solution requirements mentioned in RFP. Solution will also be able to integrate with Bank's Active Directory security policies and authentication framework. Solution should be offered at dedicated environment to have better control over Bank's data due to compliance / security related aspects. The solution should conform to the following industry level certifications:

ISO 27001:2013

ISO 27018

SOC 2 SSAE/SOC

ISO27018

Bidder has to submit response against the following requirement:

SRN	Subject	SP/Bidder Response
1.	Right to Audit: Service Provider should provide right to audit as similar to what Bank is having with other shared data centers in India. Bank must have "Rights to Audit" the SP's compliance with the agreement including rights of access to the SP's premises where relevant records and Bank's data is being held. It also includes audit rights for the Bank or its appointed auditor (nominee) or regulators as an integral clause in the service agreement.	
2.	<p>Data and Information Security: SP to ensure following :</p> <p>Data integrity management.</p> <p>To provide full disclosure regarding security practices and procedures as stated in their SLAs</p> <p>Specific identification of all controls used during the data lifecycle.</p> <p>To maintain a fundamental philosophy of knowing where Bank's data (Logical /Physical)</p> <p>To determine who should access the data, what their rights and privileges are, and under what conditions these access rights are provided and maintain a "Default Deny All" policy</p> <p>To define and identify the data classification. SP to enforce the Bank's access requirements based on data classification.</p> <p>To encrypt data at rest and encrypt data in transit.</p> <p>To share what compartmentalization techniques are employed to isolate Bank data from other customer's data</p> <p>Sharing of encryption management with Bank on multi-tenant storage.</p> <p>To comply with data retention and destruction schedules/Policy provided by Bank, SP to certify on Bank's request destroying all data at all locations including slack in data structures and on the media.</p>	

	<p>The Bank will have right to audit this practice.</p> <p>Understand the logical segregation of information and protective controls implemented.</p> <p>Understand Bank Cloud's policies and processes for data retention and destruction and how they compare with internal organizational policy.</p> <p>Perform regular backup and recovery tests to assure that logical segregation and controls are effective.</p> <p>To provide Forensic Investigation Support as and when required by the Bank.</p> <p>To comply with Bank's RTO/RPO requirement and retention policy.</p>	
3.	<p>Application and Process Security:</p> <p>SP application should meet the requirements for zoning security, and prevent direct access from the user interface layers to the database layers. The application needs to follow a multi-tier deployment model to achieve this.</p> <p>The SP application should conform to Open Web Application Security project guidelines on web application security, including protection against SQL injection, cross-site scripting, data validation for special characters etc.</p> <p>The application should conform to applicable security guidelines from relevant standards. E.g. ISO/IEC 27017, ISO/IEC 20018.</p> <p>The application executable files and the source code need to be secured from unauthorized access and possible theft.</p> <p>If the application is deployed on the Bank Cloud using native multi-tenancy features offered by the application, privacy of data across tenants or entities needs to be ensured through appropriate access control mechanisms.</p> <p>Application should clearly log business errors and technical errors separately to support separation of duties between business users and data Center operator.</p> <p>User access to sensitive data needs to be controlled.</p> <p>SP to comply with Bank's password management policy.</p> <p>Features like session time outs and restricting logins to office hours should be implemented to enhance security</p> <p>The application should clear sensitive data like passwords from memory immediately after it is processed.</p>	

	Application level support for definition of users, roles, and exception management functions is to be ensured.	
4.	<p>Integration with external applications: Application needs to have well defined APIs and application needs to ensure that only authorized application can invoke such APIs.</p> <p>The application must have extensive audits to log all transactions and important non transactional activities. The application needs to implement maker-checker principle for activities like important business parameter updates.</p> <p>The application should provide a mechanism to purge old data (after archival if required) while maintaining transactional integrity.</p> <p>The application needs to provide a documented mechanism, preferably a tool for application monitoring.</p> <p>The application needs to provide a documented mechanism, preferably a tool for reporting important errors and taking automated actions.</p>	
5.	<p>Physical and Logical Security:</p> <p>The SP infrastructure including servers, routers, storage devices, power supplies, and other components that support operations, should be physically secured. Safeguards include the adequate control and monitoring of physical access using biometric access control measures and closed circuit television (CCTV) monitoring.</p> <p>A security plan for the physical environment should be implemented. Bank should have audit rights on complete physical setup. Data should be relevant standard certifications and accreditation.</p>	
6.	<p>Logical Security:</p> <p>In a SP environment where business critical data and information systems are coexisting at multiple places, logical security has a very important role in securing the data. To manage logical access Bank should design access using username, password, OTP, RSA Token, Biometric Authentication, etc.</p>	
7.	<p>Legal Issues:</p> <p>There are various laws like Information Technology Act, Data Privacy Act, Data Retention Directive, E- Privacy Directive, E-Commerce Directive, will be applicable to SP providers and also the customers of the Cloud service. Compliance with Indian data privacy law is expected at all times. It will be mandatory to protect the data privacy as per this law. SP should comply with such laws.</p>	
8.	<p>Operational Security:</p> <p>In view of operational security concerns like BCP, DRP, SLA etc., SP need to submit various reports as required by the bank, time to time for internal or regulatory reporting purposes.</p>	
9.	Miscellaneous:	

	<p>SP to ensure the following requirements are met: Compliance with Information Security of the Bank as applicable on relevant aspects</p> <p>Protection mechanism (physical and logical) SP has in place for the actual hardware where Bank's data will be stored on.</p> <p>Incident management, business continuity and disaster recovery policies, and processes and procedures of service provider (SP) and should include reviews of collocation and back-up facilities.</p>	
10.	<p>Government requests for audits, compliance etc.</p> <p>In case, if a government demand is received for any data, the below mentioned process has to be followed:</p> <p>Disclose customer data when legally required and only after attempting to redirect the request to the customer Resist government demands that are invalid</p> <p>Prior written permission needs to be taken from the bank for all such requests.</p>	