



Tender Document

Tender Reference Number:

CO:F&A:GST:2023-24:01

Request for Proposal

For

**“Supply, Customization, Installation
Implementation of Support Software for
Goods and Service Tax (GST)**

In

CENTRAL BANK OF INDIA and Two Sponsored RRBs”

Date-19-04-2023

Tender No: -

CO:F&A:GST:2023-24:01

GLOSSARY OF TERMS

AMC	Annual Maintenance Contract
AOA	Article of Association
ATS	Annual Technical Support
BOM	Bill of Material
CBS	Core Banking Solution
CGST	Central Goods AND Services Tax
CO	Central Office
DC	Data Centre
DR	Disaster Recovery
DRC	Disaster Recovery Centre
GST	Goods and Services Tax
GSTR	Goods and Services Tax Return
IGST	Interstate Goods and Services Tax
ITR	Input Tax Credit
JV	Joint Venture
LBT	Local Body Tax
LD	Liquidated Damage
LOI	Letter of Intent
MOA	Memorandum of Association
NDA	Non-Disclosure Agreement
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
PO	Purchase Order
RFP	Request for Proposal
RRB	Regional Rural Bank
RO	Regional Office
SGST	State Goods and Services Tax
SLA	Service Level Agreement
TCO	Total Cost of Ownership

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1. Invitation for Tender Offers

Central Bank of India invites online tender offers (technical offer and commercial offer separately) from the eligible, suitable and experienced IT service providers, system integrator For “Supply, Customization, Installation Implementation of Support Software for Goods and Service Tax (GST) In CENTRAL BANK OF INDIA and two sponsored RRBs. The Tender document can be downloaded from Bank’s website www.centralbankofindia.co.in

1.1 Bid Details:-

Tender Reference	CO:F&A:GST:2023-24:01
Name of RFP	For “Supply, Customization, Installation Implementation of Support Software for Goods and Service Tax (GST) In CENTRAL BANK OF INDIA and two sponsored RRBs
Date of Issuance of RFP	19/04/2023
Cost of Tender Document	Rs. 2,500/- (Rupees Two Thousand Five hundred only) (Exempt for Micro and Small Enterprises, upon submission of valid certificate copy)
Earnest Money Deposit	Rs. 5,00,000 (Rupees Five Lakh only) (Exempt for Micro and Small Enterprises, upon submission of valid certificate copy)
Availability of RFP document for downloading from the Bank’s website	19/04/2023
Pre-Bid Queries submission Date	02/05/2023
Date, Time & Venue of Pre-Bid Meeting	04/05/2023
Last Date, Time and Place for receipt of tender offers	15/05/2023 at 03.30 PM
Date & Time of Bid Opening	15/05/2023 at 04:00 PM at above mentioned address
Address of Communication	Deputy General Manager Central Bank Of India, Finance & Account Department, Floor No. 04, Chander Mukhi Building, Nariman Point, Pin Code 400021
Contact Name and Telephone Numbers	Sh. Jitendra Kumar Tiwary Mob: 9765318721
Email id	agmgstcell@centralbank.co.in
Support details of Online Portal facilitator	M/s e-Procurement Technologies Limited Technical Support Team 9081000427/ 9904406300/ 9510812960 / 9510812971 / 9374519729
Website	www.centralbankofindia.co.in

1.2DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information conveyed subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Central Bank of India (Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

2. Background

2.1 Overview of Central Bank of India:

Central Bank of India is one of the leading nationalized Banks of the country and has a national presence through a widespread network of more than 4500 branches and offices spread across the length and breadth of the country. All the bank branches are under Centralized banking Solution. It also has a wide network of more than 3266 ATM(s) spread across the country. Bank has completed 104 years of its service to the Nation and its millions of satisfied customers with technology oriented bouquet of user friendly services and in the field of IT we are known for providing new innovative and customer friendly services. At present, bank is sponsoring two RRBs, viz: Uttar Bihar Gramin Bank (UBGB) with 1050 branches/Offices in Bihar and Uttar Banga Kshetriy Gramin Bank (UBKGB) with 146 Offices/branches in Bengal. (Branch Numbers are approximates).

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

Bank has implemented Core banking Solution B@ns24 in all its 4500 plus branches, where the solution has been procured from Tata Consultancy Services Limited. Further, sponsored RRBs are working on Finacle Core banking solution. In addition to this, various other systems/platforms are available for applications like Payment Systems, Treasury Operations, SDR, Financial Inclusion, HRMS etc.

Central Bank of India, hereinafter referred to as the Bank, is in process of procuring a solution for Supply, Customization, Installation, Implementation of Support Software for Goods and Service Tax (GST)an important part of the Bank's regular activities for smooth implementation of GST as per Government guidelines at Central Bank Of India.

Accordingly eligible vendors are invited to provide their solution by participating in the RFP process. The solution is expected to be complete with Software Supply, Customization, Installation, Implementation of Support Software for Goods and Service Tax (GST)

2.2 About RFP

Bank intends to procure Application software for full compliance under Goods and Service Tax (GST) by selecting a vendor for Supply, Customization, Installation and maintenance of Support Software for implementation of Goods and Service Tax (GST) in Central Bank of India. In this connection, Bank invites sealed offers („Conformity to Eligibility Criteria“, „Technical Proposal“ and “Commercial Bid“) for Supply, Customization, Installation and maintenance of Support Software for implementation of Goods and Service Tax (GST) in Central Bank Of India as per the Terms & Conditions, Technical Specifications and

Scope of Work described elsewhere in this document. CBS/other platform means i.e B@ncs24 (For Central bank Of India) and Finacle 7.x/10.x (for RRBs)

2.3 Overview of GST

What is GST:-The Goods and Services Tax (GST), has replaced the State VAT, Central Excise, Service Tax and a few other indirect taxes, is a broad-based, single, comprehensive tax levied on goods and services. It is levied at every stage of the production distribution chain by giving the benefit of Input Tax Credit (ITC) of the tax remitted at previous stages. GST is a destination-based taxation system, where tax is levied on final consumption. The GST will be a dual tax with levy by both Central and State tax administrations on the same base. The GST demands a well-designed and robust IT system for realizing its potential in reforming indirect taxation in India. The IT system for GSTN is a unique project, which will integrate the Central and State tax administrations.

3. Objective of RFP

Bank intends to procure Application software for Goods and Service Tax by selecting a vendor for Supply, Customization, Installation, maintenance and its required updation from time to time of Comprehensive GST support Software for implementation of Goods and Service Tax (GST) in Central Bank of India as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document. The support software is the application software should be customized to the entire need of the bank and should provide end to end solution for implementation of GST in Central Bank of India.

4. Eligibility Criteria of Bidders

A vendor submitting the proposal in response to this RFP shall hereinafter be referred to as „Bidder“ and Supply, Customization, Installation and maintenance of Support Software for implementation of Goods and Service Tax (GST) in Central Bank of India and it's sponsored RRBs shall hereinafter be referred as “Solution”.

Interested Bidders, who can Supply, Customize, Install, Integrate and maintain the support Software for implementation of Goods and Service Tax in the Central Bank of India and meeting the following Eligibility Criteria may respond:

S.No.	Criteria	Supporting Documents	Compliance (Yes/ No)
	Bidder's Eligibility Criteria		
1	Make in India preference clause, Non- Class 1 and non- class 2 bidders are also eligible to participate. In case bids are received from Class 1 or Class 2 local suppliers, purchase preference will be given to such	Required certificates as per eligibility should be submitted.	

S.No.	Criteria	Supporting Documents	Compliance (Yes/ No)
	bidders in-line with Government of India guidelines. If Class 1 and Class-2 Bidders are not available, other bidders will be considered.		
2	If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority	Certified copy of the registration certificate	
3	The Bidder should be a registered company in India, registered under the Companies Act 1956 /2013 or Government Organization/ Public Sector Undertaking / LLP/ Partnership firm/ Private Sector Enterprise or a Limited Company under India Laws or / and an autonomous Institution approved by Government of India	Certificate of Incorporation and MOA/AOA/ Partnership deed	
4	Bidder should have an annual turnover of at-least INR 4 crores in the last three financial years (i.e. 2019-20, 2020-21 and 2021-22)	Copy of Audited Financial Statements (including Notes to Accounts)for the last three financial years (i.e. 2019-20, 2020-21 and 2021-22)	
5	The bidder should have a positive net worth in two years out of last three financial (i.e. 2019-20, 2020-21 and 2021-22).	Certificate from the company's auditors specifying the net worth for the last three financial years (i.e. 2019-20, 2020-21 and 2021-22). Please note that the CA certificate should be without any riders / qualifications.	
6	The bidder should be -profit-making company (Profit Before Tax) in two years out of last three financial years (i.e. 2019-20, 2020-21 and 2021-22). (Profits of only Standalone entity would be considered for evaluation)	Copy of Audited Financial Statements for the last three financial years (i.e. 2019-20, 2020-21 and 2021-22)	
7	At the time of bidding, the Bidder/OEM should not have	Self-declaration by the Authorized Signatory.	

S.No.	Criteria	Supporting Documents	Compliance (Yes/ No)
	been blacklisted/ debarred/ by any Government department /PSU /PSE/ or banks for any reason or non-implementation/ delivery of the order.		
8	Bidder should not have filed for bankruptcy in any country including India	Self-declaration by the Authorized Signatory	
9	Bidder must not be a NPA holder in any Bank/Financial Institution.	Self-declaration by the Authorized Signatory and latest corporate CIBIL report to be submitted.	
10	At the time of bidding the Bidder should not have any pending litigation against the Bank before any Court of Law.	Self-declaration by the Authorized Signatory	
11	The bidder should have their own support center in India for providing 24 x 7 telephonic technical support and assistance services for immediate response and faster call resolution. Bidder has to provide details of the same with bid submission.	Documentary evidence of support center and resolution mechanism to be submitted.	
12	The Bidder should have experience in implementing / supporting well-established GST Solutions in at least one Scheduled Commercial Bank in India with at least 1000 branches at the issuance date of RFP.	Successful completion certificates or Credential Letters or Copy of Contract/Purchase order from the Bank	
13	OEM Experience	Successful completion certificates or Credential Letters or Copy of Contract/Purchase order from the Bank	

Documentary evidence must be furnished against each of the above criteria along with an index as per Annexure-3. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Note:

- Attested photocopies of all relevant documents / certificates should be submitted as proof in support of the claims made. The bidder should provide relevant additional information wherever required in

the eligibility criteria. The Bank reserves the right to verify /evaluate the claims made by The Bidder independently. Any decision of The Bank in this regard shall be final, conclusive and binding upon the Bidder.

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

5. Detailed Scope of Work

5.1 GST Return Compliance :

1. Bidder should provide and customize the solution that is compatible with CBS/other platform i.e BanCS24 (For CBol) and Finacle10.x (for RRBs) and should be able to process & work with the file formats that CBS generates.
2. The software should also have the interface to independently capture/modify any transaction that the Bank may require to report to GST with provision for banker.
3. The software should be scalable enough to manage and process large amount of data.
4. Necessary checks should be put in place to ensure integrity of data at the centralised platform.
5. The solution should provide for the state-wise segregation of the data as per the logic given by the bank from time to time. For example, segregation based on the address available in the system for B2C transactions and address from GSTN for B2B transactions so as to enable state-wise filing of return.
6. Every transactions in sales and purchase extract/ credit/debit note file etc will have unique source TRAN ID.
7. Format of sales and purchase extract/ credit/debit note file etc will be as per Bank’s defined parameters and there will be minimum changes to be incorporated in CBS and other Bank’s applications. Hence, vendor will have to customize the software as per the report generated by CBS and other Bank’s applications.
8. All types of reports shall be available at front end so that Bank may use this facility as and when required. The solution should be able to keep such data in the server and should be able to retrieve in the case of audit/inspection by the State/Central authorities.
9. The solution should have the ability to capture data in the format provided by NPCI for all NPCI products and generate the invoice as per NPCI requirement.

10. The solution must be able to maintain and update on a real time basis of all the customer master of the bank and at any given point of time be able to give exception report where transactions are not captured with appropriate details (including but not restricted to GSTIN, customer address, customer name, customer PAN etc.)
11. The solution should possess the functionality to determine/auto-calculate the tax type and amount with the applicable tax rate as per the tax rate maintained for HSN/ SAC Code, Place of supply etc.
12. The solution shall provide segregation of Tax component into CGST/SGST/UTGST/IGST based on the relevant provisions of Goods and Services Tax Act, 2017 and the relevant rules framed thereunder and amended from time to time.
13. The solution should provide for the State wise segregation of the Data as per the logic given by the Bank from time to time enabling reporting under GST provisions.
14. Though it is expected that the GST rate will be uniform across the country, but the system should have the provision to calculate for different state/UT wise rates & state Cess.
15. There should be a provision in the solution to enter multiple rates for a GST registration based on the changes in state-wise rate changes, if any
16. The solution must be able to reconcile the GST liability booked for the month with the income GLs for the month to enable the bank to prepare a turnover reconciliation.
17. The solution should have the ability to upload and/or enter the GST No. of the customer and may segregate the transaction based on GST No. of the customer.
18. The solution should have a provision to accommodate separate GST registration numbers for each state if any state has two GST No the same should also be accommodated in the solution.
19. The solution should have the ability to determine the beneficiary GST based on GST Number, customer address type, customer's home branch, transaction location and any other logic as suggested by the Bank.
20. The solution must be capable of adding any additional data which does not flow directly from the CBS but GST is collectible on such transactions.
21. The solution must be capable of preparing the GSTR 1 with proper audit trails as to the data uploaded from CBS and unique batches in which any additional data that has been processed is to be identified automatically by the solution.
22. The solution must be able to validate the bulk GSTINs given by the bank as whether the same are active/cancelled or invalid GSTIN and must be able to give reports of invalid GSTINs.
23. The solution must be able to generate the reports branch wise and the solution must be able to generate the branch wise reports.
24. The solution should have the ability to prepare all GSTR forms for filling as per stipulated dates required under GST Law present and in future as well according to changes brought by GST Council / GST Authorities / CBIC / Any other regulatory body impacting GST aspect etc. It should enable interfaces to pay taxes and create challan for the same.
25. Generation of GST Compliance reports for review before return filing with necessary validations. The same should have functionality and necessary interface built in to accept, reject, and keep pending.
26. The solution should also be able to download the past returns/statements/challans/appeals/replies filed by the banks and must have an GSP/API module with which the solution is able to download the past returns as well.

27. The solution is expected to have built in validation / business rules required in accordance with GST law like but not limited to de-duplication check, Place of Supply Validations, HSN etc.
28. The solution should have the ability to download and upload the GSTN data and convert it into the format as defined by GSTN / Bank. The solution should structure effective data monitoring tools.
29. The solution should provide the user with a dashboard for displaying the information such as return filing status of the Bank, vendor filing status, summary of all records updated or filed in a year or for any particular month. Activities like MIS, reconciliation, compliance with respect to Statutory/ Government /GST guidelines, etc. should be made available on dashboard. These are indicative dashboard parameters only. Comprehensive dashboard will be developed by the bidder as per the Bank's requirement at no additional cost.
30. There should be an interface with the GSTN/ Suvidha providers by the bidders so that the various returns are filed from the solution directly to the GSTN.
31. It is expected that data treatment / actionable that can be done directly on GSTN portal in respect of any table should also be available in the solution with proper audit trail and logs.
32. The solution should handle all the amendments but not limited to the following:
 - B2B to B2B
 - B2B to B2C
 - B2C to B2B
 - SEZ SEWOP/SEWP to Regular
 - Regular To SEZ/ SEWOP/SEWP
33. The solution should be capable of tallying balance lying in electronic credit and cash ledger with financials of the Bank.
34. The proposed solution shall have provision for updating HSN / SAC code.
35. The solution should be able to identify SEZ customers and is capable of generation of invoices with or without GST.
36. The solution should have the reconciliation module to reconcile sales extract with daily incremental Trail Balance report as well as on monthly basis. Exceptional reports may be generated specifically showing the mismatch which has to be reconciled.
37. Management of Debit Note & Credit Note and Supplementary Invoice in GST Return.

5.2 Invoice Generation:

1. The solution should be able to generate GST related reports and invoices as per the Bank's / GSTN requirement from time to time along with compliances towards E-invoicing and QR Code generation as and when applicable to Bank. Also, it is expected that it should have provision for invoicing through Digital Signature provided by the Bank.
2. The solution should be able to generate invoice in the prescribed format with requisite details for procurements made from Unregistered Dealers and for supplies covered under Reverse Charge Mechanism.
3. The solution must be capable of identifying place of supply issues as per GST Act and the solution must provide a dashboard where there are exceptional reports and the solution must be capable of changing the logic in the exception reports according to the requirement of the bank.

4. The solution should facilitate to compute the allocation of Inter Branch Credits to the branches on the basis of the approach given by the Bank, extract and update ledger balances (Electronic Cash Ledger and Electronic Credit Ledger).
5. Debit / Credit note including amendments
6. Generation of E-way Bill
7. The solution should be able to generate receipt voucher/payment voucher and issue of related debit note & Credit notes, delivery challans, supplementary invoice, cancelled Invoices, and such other documents under the GST regime along within the prescribed format with requisite details with necessary validations built in.
8. The solution should be integrated with Invoice Registration Portal along with necessary validations to prepare data as per E-Invoice schema defined by GSTN and generate E-Invoice along with QR Code as and when notified to be applicable for company at no additional cost during entire contract period.
9. The solution should integrate with SMS gateway / E-Mail gateways for various automated letters / communications at various stages as defined by Company from time to time. The solution should handle State/centrally/union territory wise filing of various monthly/quarterly/annual Returns as per GSTN requirements.
10. The solution should have audit trail for all the transactions/returns including amendment dealt in within the system.

5.3 Input Tax Credit Compliance

1. There should be format provided in the package for collecting the DATA of input tax credit from the branches and the same should be interfaced with the ITC return.
2. Consolidated view- multi month reconciliation through a single view of entire year's data. This shall enable integration to the State level Annual and periodic return under GST statutory filings.
3. The solution should facilitate complete audit trail and single, elaborated, detailed view of purchase invoices which are accepted, rejected or kept pending. The solution should have functionality for bulk action of accept /reject or keep pending actionable at vendor / supplier's level.
4. The solution should have functionality to reconcile GSTR-2B with the Bank's Purchase Register and provide following reports as per bank validation for ITC Purpose. The reason for mismatch should also be provided in report.
 - Matched Report
 - Mismatch in value
 - Near match
 - Own Data (Un-reconciled Entry of Purchase Register)
 - Orphan (Un-reconciled Entry of GSTR-2B)
 - ITC availed
 - The solution should also provide the facility of lock matching of ITC availed entry on the basis of availment.
11. GSTR-2A/2B data being dynamic in nature, the solution with capability to fetch / extract the incremental data during auto download process and make the same available for matching i.e., GSTR-2B data which was already downloaded during earlier process and matched should not be considered for processing.

12. The solution should integrate with SMS gateway / E-Mail gateways for various automated letters / communications at various stages as defined by Bank from time to time.
13. The solution should have functionality to check ITC eligibility during GSTR 2A/2B matching process; throw suitable reports therefrom for control purpose and integrate with the Bank's internal systems for Input Services. Reports in respect of ITC eligible to be claimed in a particular month, year, selected period, ITC Under claimed and over claimed by Bank should be provided in bidder's solution
14. The successful bidder is liable to realign its input mechanism/ reporting tools to conform with all updates to GST law, at no additional cost to Bank.
15. Reconciliation report between GSTR-2A, GSTR-2B and GSTR-3B for the given period.
16. Necessary follow ups with the Bank's Branches & Vendors for optimum Input Tax Credit (ITC) availment and minimizing the mismatches between the Bank's Purchase Register and GSTR-2A / GSTR-2B within the related statutory timelines through e-mail facility.
17. Reconciliation between the Bank's Purchase Register and GSTR-2A / 2B to arrive at matched, mismatched and partially matched invoices with reasons for each exception.
18. The solution should have purchase register, State wise ledger view and tax credit utilization. The solution should be able to generate state wise output supply ledger, input credit ledger and other ledgers as required under GST law.

5.4 Technical Requirements:

1. The Application Solution should be made ready for moving into production after UAT and acceptance within 30 days from acceptance of Purchase Order, so as to enable the bank for full compliance under GST.
2. The solution should have a proper user management system with well-defined configurable roles and privileges.
3. The solution should be able to maintain the hierarchy of CO, Zones, Regions, Branches, etc.
4. There should be a provision for the state controlling office (nodal branch)/Central Office under user management.
5. The solution should have the ability to raise exception report where transactions are not provided with appropriate details.
6. The selected Bidder has to implement the entire solution (including OS & DB) in DC (with fallback in DC), DR and UAT setup of the Bank. Solution should be highly available as mentioned elsewhere in the RFP.
7. The scope of the Services, Maintenance and support is to be provided for a period of Six years from the date of acceptance by the bank (i.e. 1 year warranty and 5 years ATS (Annual Technical Support)).
8. All updates and upgrades of OS & DB (Oracle) have to be done by the selected Bidder without any extra cost to the Bank during contract period. However, these licenses will be provided by the Bank.
9. Any customization requiring onsite debugging or customization for the integration with other applications/CBS of the Bank should be carried out by the Bidder onsite as and when required to ensure smooth implementation.
10. The Bidder shall conform the integrity of the software supplied i.e. the software is free from bugs, malware, covert channels in code etc.

11. Bidder has to install /re-install the supplied software in the servers and support the same during warranty and ATS period without any extra cost to the Bank.
12. During the contract period if OEM of OS/DB software announces regarding the End of Support. The successful bidder has to migrate the solution to the newer version of OS/DB without additional cost to the Bank. (For E.g. Oracle 12c to Oracle 19C etc)
13. The solution proposed by the Bidder should be able to migrate to the newer version of Operating Systems/Data Base Systems/Browsers without any extra cost to the Bank.
14. The solution should support the Web browsers viz. Internet Explorer 8 & above, Google Chrome and Mozilla Firefox.
15. The selected Bidder should migrate the existing data to the required modules in this RFP and also incorporate the changes / modifications / addition / deletion suggested by GST consultant appointed by bank free of cost for full compliance of GST rules.
16. The solution should integrate with Bank's Core Banking Solution (B@ncs24 for CBoI and Finacle7.x/10.x for RRBs), Single Sign on package, using the existing APIs available with the Bank for the purpose. APIs for real-time / bulk posting to CBS is available.
17. The solution should be complied with Cyber Security norms. The bidder should provide documents / declaration to the Bank.
18. The selected bidder should provide support for Data archival, retrieval and purging as per the requirement of the Bank. Also, as per GST guidelines, 10 years historic data must be available / provided to the Bank as and when required. The selected Bidder should migrate the existing data.
19. If during the initial period, if Bank provide the old hardware for urgent implementation of project , same need to be replaced with new hardware as per requirement of project for which bank require one time migration activity is to be carried by Software vendor / provider without any cost and if required Bidder has to make complete arrangement of UAT setup at Bank site in order to make project live as per target date,
20. Hardware Sizing as per Performance criteria requirements:
21. Bidder has to provide enhancement if any required in existing hardware and the Software requirement (including OS, Application/ Web / Database Server, Browsers, etc) for their solution within 10 days from the date of acceptance of order. The Performance of the hardware should be such that it should handle minimum 10 millions per month of Data of B to C transactions and B to B transactions for Central Bank of India and 2 lakh per month of Data of B to C transactions and B to B transactions for RRBs. It should handle filing of the return with such number of DATAs to the GSTN portal without any down time. The application software should be able to handle the above requirements. The bidder must take into account the above points and suggest the changes in hardware at the commencement of the project itself and ensure that the resource utilization is always within 70% at any point of time.
22. At present, Central Bank of India is using GST hardware on VMware platform, with OS Windows Server 2016, Database Oracle. For RRBs, physical servers are being used (details provided in this RFP), however, RRBs may opt for VMware platform in future, if required.
23. Solution should be available with uptime of 99% and above.
24. All patch update and patch management of Solution modules has to be deployed by the selected Bidder after obtaining approval from the Bank. All monthly & quarterly patch update and patch management also has to be deployed by the selected Bidder.

25. The solution deployment should be compliant with Bank's internal systems, IT and Cyber policies, internal guidelines, regulatory requirements and country wide regulations and laws from time to time.
26. The Bidder shall provide all other required equipment's and/or services, whether or not explicitly mentioned in the RFP to ensure the intent of specification, completeness, operability, maintainability and upgradability.
27. The selected bidder shall own the responsibility to demonstrate that the services offered are as per the specification/performance stipulated in the RFP and as committed by the bidder onsite without any extra cost to the Bank.
28. The broad scope of project envisages a complete solution for Goods and Services Tax which includes supply, installation, design, sizing, customization, configuration, integration, maintenance, support of the software and other components required. This would also envisage parameterization, historical data management, verifying data quality, migrating data, user acceptance testing, documentation, trainings, knowledge transfer and support.
29. The proposed GST Software should meet the present/future Government/Regulatory/GSTN/Statutory bodies, etc. guidelines and should also be customised to Bank's need to implement end-to-end solution for implementation of GST in Bank.
30. Installation/re-installation, configuration/re-configuration of GST application, OS, Database & other software/utilities/Drivers for production, UAT and Archival setups during the contract period. Also, maintain and support the present/future proposed interfaces to RBI, GSTN, "Transacting System", etc. should be provided at no additional cost to the Bank.
31. Bank will provide Oracle as database and Microsoft or Linux Operating System License. All other required Software, Middleware, any other third party software except Database and OS Licenses should be supplied by the bidder as per solution requirements and individual OEM licensing policies. The Successful bidder will have to certify the adequacy of licenses supplied to Bank and will have to indemnify the Bank in case of any adverse finding during OEM Audits.
32. The solution should have capability to purge database as per bank's requirements through front end application as well as back-end.
33. The vendor shall provide all types of on-site support for GST Solution and dependent application, OS and database. Vendor will also provide on-site support for other critical activities like planned/unplanned DR cutover, database maintenance activities or any critical patch implementation etc.
34. Onsite personnel should do all the database house-keeping and maintenance activities require for efficient function of database and application.
35. Bidder has to adhere to agreed Service Level Agreements (SLA) and periodic monitoring and reporting requirements of the Bank.
36. The Bidder shall close patches for all vulnerabilities as per the SLA terms defined in 'Service Level Agreement'.
37. The bidder shall be responsible to provide the process manual having architecture interface.
38. The bidder shall be responsible for management of OS installed for solutions and providing timely resolution of OS related issues to the Bank.
39. The Cloud based solutions should not be proposed under this RFP. The solution should be designed for high availability with adequate redundancy and fault tolerance to meet the Business Continuity requirements of the Bank.

40. The solution may be subjected to audit from Bank and/or third party and/or regulatory body. It shall be responsibility of the Bidder to co-operate and provide necessary information and support to the auditors. The Bidder must ensure that the audit observations are closed on top priority and to the satisfaction of the Bank, regulator and its appointed auditors. Extreme care should be taken by the Bidder to ensure that the observations do not get repeated in subsequent audits. The Repeat non-compliance by Bidder shall attract penalty.
41. Freeware/Open source solutions/software's/OS/Databases will not be accepted by the Bank.
42. The Bidder shall be responsible for the procurement of all type of Secure Sockets Layer (SSL) certificate / any certificate for the solution.
43. The bidder shall be responsible for all types of periodical backup activities as per Bank /Govt. policy and procedure and other backup related activities as required by Bank on time to time basis
44. Any additional Module as per the requirements as and when required by the Bank on mutually agreed terms. (additional/modifications/enhancements and new modules) for which bidder has to provide man days charges for CR if any. The calculations of the estimate will be carried out by FPA (Functional Point Analysis Method)
45. Bidder has to provide/implement changes required in the Goods and Service Tax an as when announced by the Governments/regulatory authorities and as per Regulatory requirements at no extra cost to the Bank.
46. The solution should have facility for downloading bulk enquiry GSTN through API enquiry based on PAN of customer of Bank.

5.5 Facility Management Service :

1. The vendor should ensure to deploy sufficient qualified resource persons (Minimum-2) for Onsite support to assist the Bank in complying with the above scope of work within the statutory timelines as per the following:
2. Onsite support during on all working days as per bank's calendar and when required in case of exigencies on non-working day as well as beyond the working hour.
3. Bidder support staff should be well trained to effectively handle queries raised by the Bank employees/ Bank GST consultant etc.
4. Help desk (on site) should be dedicated for obtaining/retrieving/preparation of data for filing regular and correction returns and other work as given above scope. Note: Proper attendance system must be in place. If any resource proceeds on leave, suitable substitute needs to be provided well in advance. The above is the minimum requirement and needs to be increase in case of exigency.

5.6 Supply, Customization, Installation, Implementation and Integration:

1. Bank shall provide the address and contact details for Supply of Solution while placing the order.
2. Supply, Installation, Implementation and Integration of all customized software items should be completed within 8 weeks from the date of acceptance of the Purchase Order including UAT acceptance for moving into production.
3. The installation will be deemed as incomplete if the software is not delivered or is supplied but not installed and/or not operational or not acceptable to Central Bank Of India after acceptance testing/examination.
4. In such an event, the supply & installation will be termed as incomplete and it will not be accepted. The software will be accepted after complete integration and satisfactory working of the software.

5.7 Integration & Interfaces:

1. The required Integration & Interfaces with the Banks Software Systems, i.e. B@nc24The solutions should be capable of seamless integration with the Core Banking Solution (CBS) implemented by

the Bank as per the specification of CBS Interface, i.e. B@nc24. The bidders have to provide necessary interface and undertake the integration with the CBS. For RRBs Bidder need to carry out Integration on same lines with finacle 7x/10x.

2. The solution should also be capable of seamless integration with Single authentication System (SAS) already implemented in the Bank for User management / access control.
3. The solution should integrate with Bank's CBS, SAS.

5.8 User Acceptance Test(UAT):

1. The problems reported during the UAT will have to be solved with in shortest period so that the package will be moved to production.
2. The selected Bidder shall first deliver customized software as per the requirements mentioned in detail Scope of Work of this RFP. The selected Bidder will install the customized application software in a test server and parameterize it, as per Bank's requirement and upload live data in the test server. The server hardware for the test server will be provided by the Bank. The Bank expects the selected Bidder to install and maintain a test environment, which will be available to the Bank at all times, for the purpose of testing.
3. The selected bidder will assist the bank to conduct a preliminary test to ascertain the extent to which the software has met business requirements as furnished in the RFP. The testing also includes testing to ascertain the functionality, response time, & performance of the application software are as per the expectations of the Bank. Thereafter the Bank and selected Bidder as mentioned earlier shall proceed to arrive at gaps and the customization required to meet all the requirements of the Bank.
4. The selected Bidder after customizing software as per gap analysis will deliver the customized software to the Bank for conducting Acceptance Test.
5. During the Acceptance test the Bank shall conduct testing that shall broadly cover the testing of the application software to verify its conformity with the business & technical requirements.
6. The selected Bidder shall fix the Bugs and carry out the necessary rectifications wherever necessary and deliver patches/version towards changes effected. The Bank shall test patches / version to ascertain the changes made, bugs fixed and to ensure that there is no regression in the software.
7. The Bank shall give sign-off for moving the application software for Pilot implementation only after the critical or major Bugs are fixed as mentioned above.

5.9 Data Migration, Data transfer and Master creation:

1. The bidder shall provide necessary tools & support services for migration of the data from the legacy system of the Bank and also for first time Master creation for the respective GST requirements of the bank/branches.
2. The selected bidder has to inform all the mandatory fields required for migration and also provide the facility to upload the data with default value for mandatory fields if the same are not readily available. There must also be a facility to modify these mandatory fields subsequently by Bank.
3. The selected Bidder is responsible for providing support to complete data cleaning and validation of the data migrated from the existing systems to new systems.
4. The selected bidder should provide facility for capturing the data through data entry module/screen, which arises out of the gap between the data available in the above banking software and that required by the proposed system.

5.10 Implementation:

1. After completing the Test in simulated environment, (by using the test server) the selected Bidder will port the software in the live server at Data Centre to take the project forward for implementation.
2. At the end of the successful conclusion of the implementation phase, the application software shall be accepted by the Bank.
3. The Bidder will be responsible for maintaining appropriate program change control and version

control for all the modifications / enhancements carried out

- The Bidder will be responsible for providing and updating system & user documentation as per the modifications

5.11 Security

- Vendor will ensure the software delivered is in conformity with security standards and is without any security vulnerability.
- The solution should conform to the security requirements of the RBI, Respective Government Agencies and the Bank and provide such regulatory requirements at no additional cost to bank during the warranty and AMC period.

5.12 Response and Resolution Time:

- The bidder should maintain the uptime of 99.95 % on Monthly basis for the solution (including Software /Application/OS), provided for the GST compliance Solution.
- Unlimited number of support request raised by the Bank for the issues faced in the solution.
- Response & Resolution time to be followed as per severity defined in the table below:

Incident Severity	Impact	Description	Typical Response time	Typical Resolution time
Critical	Critical	System Down - Unable to perform Business Operations	5 min	<ul style="list-style-type: none"> During Business hours - 20 min Non-Business Hours - Within 1 hours or earlier as per business hours if business hours begin
Key	Major	Major Disruption - Significant Impact on Business Operations	5 min	During business hours - Within 40 minutes Non business hours - Within 2 hours or earlier as per business hours if business hours begin.
Significant	Minor	Minor Disruption - Low impact on Business Operations. If Customizations required.	5 min	Major / Minor Customizations / Changes required - Time period decided by mutual agreement Response and resolution criteria- During business hour - within 4 hours.

If the support is not available at the required time. The Bank shall have right to penalize the vendor as mentioned hereunder:-

Support person available from the time of reporting by Bank	Amount of Penalty
Within 2 Hrs.	No penalty would be deducted
2-3 Hrs	Rs. 500.00
3-4 Hrs.	Rs. 1,500.00
4-5 Hrs.	Rs. 5,000.00
Every subsequent Hour till 8 Hrs.	Rs. 10,000.00

6. BID PROCESS

6.1 Bid Submission

All responses received after the due date/time will be considered late and would be liable to be rejected. E procurement portal will not allow lodgment of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.

The Bidder shall submit in Original EMD, Bank Guarantee EMD, Integrity Pact and other related documents carrying judicial stamp at the time of Technical Bid submission. The Non submission shall be a relevant ground for disqualification of the bidder from participating in the Bid process. Please note no extra time will be provided for submission.

“Cost of Tender Document” may be paid through NEFT favoring CENTRAL BANK OF INDIA, **BANK ACCOUNT NO.-3616746936, IFSC CODE - CBIN0281067** or by way of Demand Draft favoring Central Bank of India, payable at Mumbai, which is non-refundable, must be submitted separately along with RFP response. The Bank may, at its discretion, reject any vendor where application money has not been furnished with RFP response.

The details of the transaction viz. scanned copy of the receipt of making transaction is required to be uploaded on e-procurement website at the time of “final online bid submission The RFP response without the accompanying amount towards Application Money / Bid Security are liable to be rejected.

6.1.1 Bid Security/Earnest Money Deposit

Bid Security / Earnest Money Deposit: “Earnest Money Deposit” shall be paid through NEFT (National Electronic Fund Transfer) favoring CENTRAL BANK OF INDIA, **BANK ACCOUNT NO.-3616746936, IFSC CODE - CBIN0281067** or by way of Demand Draft favoring Central Bank of India, payable at Mumbai, or a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Central Bank of India) located in India, valid in the form provided in the RFP (Annexure – Bid Security Form). The Demand Draft should be of a Commercial Bank only (other than Central Bank of India) and will be accepted subject to the discretion of the Bank.

6.1.2 Instructions to Bidders – E- tendering

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

6.1.3. Registration Process for Bidders:

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

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

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

e-Procurement Technologies Limited

Technical Support person and phone number for e-tender service provider for any help in accessing the website and uploading the tender documents or any other related queries.

Mr. Sujith Nair: 079 68136857 sujith@eptl.in

Mr. Imtiyaz : 079 68136857 imtiyaz@eptl.in

Ms. Salina: 079 6813 6843 salina.motani@eptl.in

Mr. Jainam: 079 68136852 jainam@eptl.in

Ms. Ekta: 079 6813 6853 ekta.m@eptl.in

Mr. Devang : 079 68136853 devang@eptl.in

Mobile Numbers: +91-9904407997| 9081000427

Alternative contact:

Mr. Nisarg Thakkar: 079-6813 6822, Cell: +91 6354919566 nisarg.thakkar@auctiontiger.net

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

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

BIDS PLACED BY BIDDER: The bid of the bidder will be taken to be an offer to sell. Bids once made by the bidder cannot be cancelled. The bidder is bound to sell the material as mentioned above at the price that they bid.

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. Any other mode for submission of Bids shall not be permitted.

Do's and Don'ts for Bidder

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

Terms & Conditions of Online Submission

1. Bank has decided to determine L1 through bids submitted on Bank's E-Tendering website <https://centralbank.abcpocure.com/EPROC>. Bidders shall bear the cost of registration on the Bank's e-tendering portal. Rules for web portal access are as follows:
2. Bidder should be in possession of CLASS II or CLASS III-Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
3. Bidders at their own responsibility are advised to conduct a mock drill by coordinating with the e-tender service provider before the submission of the technical bids.

4. E-Tendering will be conducted on a specific web portal as detailed in (schedule of bidding process) of this RFP meant for this purpose with the help of the Service Provider identified by the Bank as detailed in (schedule of bidding process) of this RFP.
5. Bidders will be participating in E-Tendering event from their own office / place of their choice. Internet connectivity /browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
6. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider or Bank is not responsible.
7. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the E-Tendering Auction successfully.
8. However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
9. Failure of power at the premises of bidders during the E-Tendering cannot be the cause for not participating in the E-Tendering.
10. On account of this, the time for the E-Tendering cannot be extended and BANK is not responsible for such eventualities.
11. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Tendering irrespective of the cause.
12. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.
13. During the submission of bid, if any bidder faces technical issues and is unable to submit the bid, in such case the Bank reserves its right at its sole discretion but is not obliged to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service provider.
14. Utmost care has been taken to reduce discrepancy between the information contained in e-tendering portal and this tender document. However, in event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.

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

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

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

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

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

Explanation –

- a. “Controlling ownership interests” means ownership of or entitlement to more than twenty five per-cent of shares or capital or profits of the company.
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or share holder’s agreements or voting agreements.
2. In case of partnership firm, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of entitlement to more than fifteen per-cent of capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more

judicial person, has ownership of or entitlement to more than fifteen per-cent of the property or capital or profits of such association or body of individuals.

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person(s) , who hold the position of senior managing official.
5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per-cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- v. An agent is a person employed to do any act for another, or to represent another in dealings with third persons.

17. Preference to Make in India Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP(BE-II) dated 28.05.2018, 29.05.2019, 04.06.2020 and dated 16-9-2020 to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment.

It is clarified that for all intents and purposes , the latest revised order i.e the order dated 16-9-2020 shall be applicable being revised Order of the original order i.e Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 dated 15-6-2017.

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%. If Nodal Ministry/Department has prescribed different percentage of minimum 'local content' requirement to categorize a supplier as 'Class-I local supplier' / 'Class-II local supplier', same shall be applicable.

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 firm a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per. 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).

Please note ::- If in case none of the bidders could comply with Make in India preference clause, then, Bank shall go ahead with RFP and complete the tender process.

17.1 PROCEDURE FOR preference to Make in India which are not devisable in nature

In procurements 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.

- 1) 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.
- 2) 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 quoted price falling within the margin of purchase preference and contract shall be awarded to such a Class-I Local supplier subject to the matching the L1 price.
- 3) In case such a 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 the 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 preference matches the L1 price, the contract may be awarded to the L1 Bidder.
- 4) Class-II local supplier will not get purchase preference in any procurement under taken by procuring entities.

6.1.4 Guidelines to Contractors on the operations of Electronic Tendering System of Central Bank of India (<https://centralbank.abcprocure.com/EPROC>)

A) Pre-requisites to participate in the Tenders

Registration of Bidders on Electronic Tendering System on Portal of CBI: The Bidders Non-Registered in Central Bank of India and interested in participating in the e-Tendering process of CBI

shall be required to enroll on the Electronic Tendering System. To enroll Bidder has to generate User ID and password on the “[https://centralbank.abcprocure.com /EPROC](https://centralbank.abcprocure.com/EPROC)”

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

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

B) Preparation of Bid & Guidelines of Digital Certificate

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

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

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

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

In case of online tendering, if the Digital Certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per Indian Information Technology Act, 2000 and subsequent amendment.

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

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

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

C) Recommended Hardware and Internet Connectivity

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

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

Toolbar / Add on / Pop up blocker

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

D) 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>

E) Download of Tender Documents:

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

F) Online Submission of Tender

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

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

Notes:

- a) The Bidders upload a single documents unloadable option.
- b) The Bid hash values are digitally signed using valid class – II or Class – III Digital Certificate issued any Certifying Authority. The Bidders are required to obtain Digital Certificate in advance.
- c) The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.

d) This stage will be applicable during both. Pre-bid / Pre-qualification and Financial Bidding Processes.

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

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

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

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

G) Contact details of e-Procurement Technologies Limited

M/s e-Procurement Technologies Limited

Ms. Riddhi Panchal

Email: riddhi.panchal@auctiontiger.net Phone: +91 079-68136815

Technical Support Team

Mr. Sujith Nair: 079 68136857 sujith@eptl.in

Mr. Imtiyaz : 079 68136857 imtiyaz@eptl.in

Ms. Salina: 079 6813 6843 salina.motani@eptl.in

Mr. Jainam: 079 68136852 jainam@eptl.in

Ms. Ekta: 079 6813 6853 ekta.m@eptl.in

Mr. Devang : 07968136853 devang@eptl.in

Mobile Numbers: +91-9904407997| 9081000427

Alternate Contact Person

Mr. Nisarg Thakkar

Email: nisarg.thakkar@auctiontiger.net

Phone: 079 6813 6822| Cell: +91 6354919566

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

I) 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

J) 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.

K) 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.

L) 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.

6.2 Technical Bid

1. It is mandatory to provide the technical and functional details of the software in the exact format as given in the RFP. The offer shall not be evaluated by Bank in case of non-adherence to the format or partial submission of technical details.
2. It should include Cost of the tender document (if not submitted earlier) and security deposit amount in the form of money transferred to central bank of India in the mentioned account.
3. It should include compliance with all functional requirements
4. It should include compliance with technical requirements
5. It should include details of service support infrastructure of proposed solution.
6. It should include Bill of material without price information.
7. The Technical Proposal will be evaluated for technical suitability. Commercial Proposal shall be opened only for the shortlisted bidders who have qualified in the Technical evaluation.
8. The Technical Bid must contain the following.
 - a) Product Brochures containing detailed description of essential technical and performance characteristics of offered software and hardware;
 - b) Details of service/support network (addresses, names of contact persons, phone numbers etc.)

The Technical Proposal shall be organized and submitted as per the following sequence:

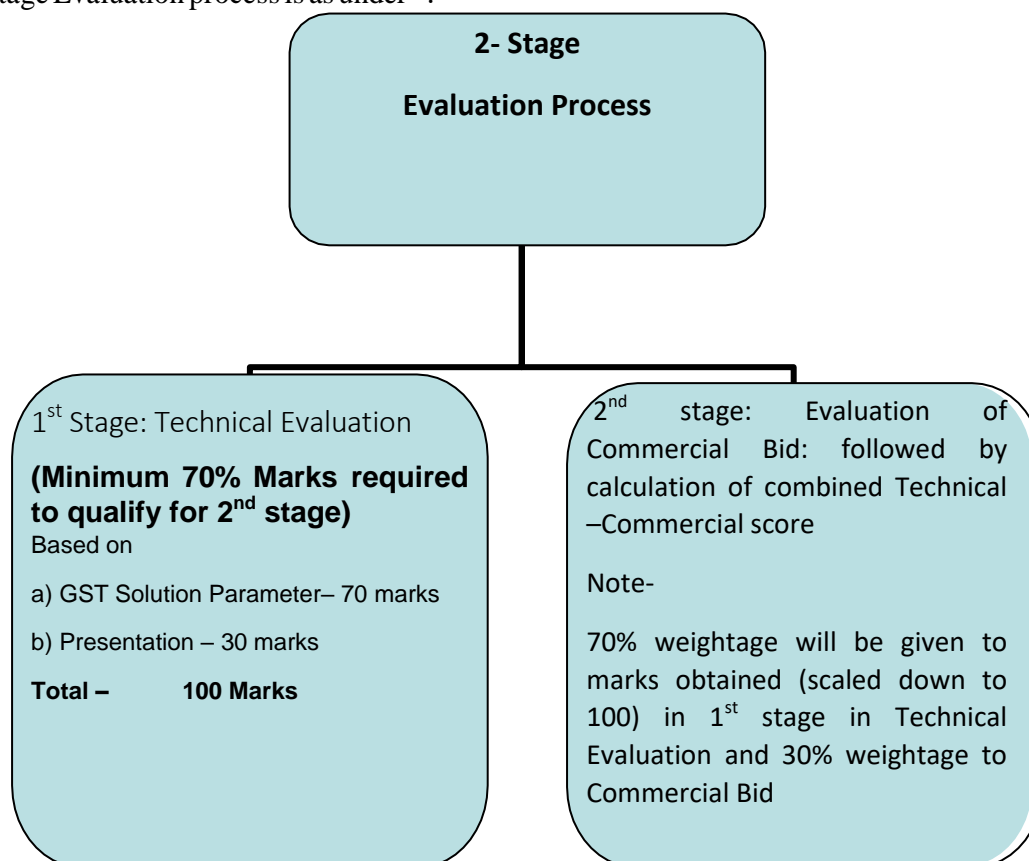
- a) Table of Contents (list of documents enclosed).
- b) Bid Security /Earnest Money Deposit).
- c) Tender Document Fee.
 - All copies of certificates, documentary proofs etc.
 - All Technical Bid Evaluation criteria documents to arrive at the technical scoring and all Annexures

6.2.1 Technical Bid Evaluation Criteria

The Technical Proposals of only those bidders shall be evaluated who have satisfied the general eligibility criteria. Bank may seek clarifications from any or more bidder(s) as part of technical evaluation. All clarifications received within stipulated time shall be considered for evaluation. In case clarifications are not received within the stipulated time, the respective technical parameter would be treated as non-compliant and decision to disqualify the bidder shall be taken by the Bank.

6.2.2 SELECTION AND EVALUATION PROCESS

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



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

It is based on –

- i) GST Solution Parameter – 70 marks (max)
- ii) Presentation – 30 marks (max)

- b) Commercial proposal shall be opened only for those shortlisted bidders who have qualified by securing a minimum cut-off score of 70% marks in the Technical proposal evaluation.

- c) For Final Techno-commercial evaluation, 70% weightage will be given to marks obtained in 1st stage in Technical Evaluation (scaled down to 100) and 30% weightage to Commercial Bid.

Stage-1: Evaluation of Technical Bid

Sr. No.	Parameters		Weightage of Marks
A)	GST Solution PARAMETERS		70
1	Standing of the company/Firm /LLP as on 31/03/2023		10
	10 years and above	10	
	More than 7 ; but < 10 years	7	
	More than 5; but < 7 years	5	
2	Bidder Should have Registered office and full-fledged support team in Mumbai		5
3.	Bidder Should have provided the GSP/ASP (services in Schedule commercial banks		10
4.	The Bidder should have successfully implemented Comprehensive GST Solution in schedule Commercial Bank		15
	3 or more Banks	15	
	At least 2 Banks	10	
	At least 1 One Bank	5	
5.	The Bidder should have successfully implemented Reconciliation software of ITC with 2A/2B as on issuance of RFP date in schedule commercial banks		10
	3 or more than three Banks	10	
	At least 2 Banks	7	
	At least 1 One Bank	5	
5.	Minimum Turnover in the last FY 2021-22		10
	More than Rs 15 crore	10	
	More than Rs 10 crore to up to 15 Crore	7	
	More Than Rs 5 crore to up to 10 Crore	5	
6.	Net Profit (Profit After Tax) in the last Fin FY 2021-22		10
B)	PRESENTATION/ DEMONSTRATION OF PRODUCT MODULES		30
	TOTAL (A+B)		100

Bidders Presentation/Product Demonstration:

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

Stage-2 : Evaluation of Commercial Bid & Combined Technical-Commercial Evaluation

Based on the Technical Evaluation criteria, each bidder will be given certain marks. Only those bidders scoring 70% or above in the technical evaluation will be shortlisted for commercial evaluation. For the purpose of commercial evaluation and final short listing, L1 will be decided on the overall amount quoted in the commercial bid.

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

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

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

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

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

Whereas:

H = Combined score

T= Technical Score

T-High = Highest Technical Score among the bidders

C= Commercial Quote

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

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

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

- Compliance to the Server Specifications as in **Annexure 16 – Bill of Materials** (masked)
 - The Bidder is expected to provide their ‘compliance’ against each item stated in the Bill of material, this means that the Bidder confirms to the provisioning of the stated product / service and the terms of the RFP and subsequent addendums. Deviations to the Compliance requirements may lead to disqualification.

The Bidder must satisfy following category to qualify for commercial evaluation.

- The Bidder must comply to all the *line items in Annexure 16 – Bill of Materials indicated by The Bank as “(Bidder shall provide their compliance here)” in column “Bidders compliance (Yes/No)”*

Bidders are required to comply with the requirements stated herein, if any Bidder’s response is found to be non-compliant then the Bank at its discretion may reject the Bid. Hence only the Bidders who have achieved the set compliance will be considered for commercial bid evaluation.

6.3 Commercial Bid

The commercial bid of only those bidders shall be opened who have been technically qualified on the basis of the technical evaluation..

The format for quoting commercial bid set out in **ANNEXURE-15 Commercial Bid Format**. The commercial offer should consist of comprehensive Cost for required Software. Bidder must provide detailed cost breakdown, for each and every category mentioned in the commercial bid. The Bank will determine whether the Commercial Bids are complete, unqualified and unconditional. Omissions, if any, in costing any item shall not entitle the bidder to be compensated and the liability to fulfill its obligations as per the Scope of the RFP within the total quoted price shall be of the Bidder.

6.4 Commercial Bid Evaluation Considerations

Commercial bid valuation shall be considered as below in case of any kind of discrepancy:

1. If there is a discrepancy between words and figures, the amount in words shall prevail
2. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.
3. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of bank, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail
4. If there is a discrepancy in the total, the correct total shall be arrived at by bank.
5. In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
6. All liability related to non-compliance of this minimum wages requirement and any other law will be responsibility of the bidder.
7. The bank shall not incur any liability to the affected bidder on account of rejection of their bid.

6.5 Application Money

1. This document can be downloaded from Bank's website www.centralbankofindia.co.in. In that event, the bidders should pay the Application Money of Rs. 2500/- by means of NEFT/DD drawn on any scheduled Commercial Bank in favour of Central Bank of India, payable at Mumbai.
2. The Bidder shall bear all costs associated with the preparation and submission of the bid and the Bank will not be responsible for the costs, regardless the conduct or outcome of the bidding process. The Bank is not liable for any cost incurred by the bidder in replying to this RFP. It is also clarified that no binding relationship will exist between any of the respondents and the Bank until the execution of the contract.

6.6 Earnest Money Deposit (EMD)/Bank Guarantee In Lieu Of EMD

1. The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) of Rs. 5,00,000/- (Rupees Five Lakh Only) by way of NEFT/RTGS /Demand Draft drawn on any scheduled bank in favour of Central Bank Of India payable at Mumbai. (Proof to be submitted along with technical Bid document such as scan copy / UTR NO etc)
2. Bank Guarantee in lieu of the EMD may be submitted and the same should be valid for the minimum period of 6 months with additional claim period of 3 months from the last date for submission of offer. The format for submission of EMD in the form of Bank Guarantee is as per Annexure - A.
3. The EMD of the Bidders not qualified under Technical Proposal will be returned within 30 days after opening the commercial bid of the technically qualified bidders. The EMD of Technically Qualified bidders will be returned upon the selected bidder accepting the order and furnishing the Performance Bank Guarantee.
4. The EMD may be forfeited/ Bank Guarantee may be invoked

- If the bidder withdraws or amends the bid during the period of bid validity specified in this document.
- If the selected bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish Performance Guarantee in accordance with the terms of the RFP.

6.7 Date of Submission

The proposal should be submitted on or before date and time mentioned above. The proposals received/uploaded later than the above scheduled date and time will not be accepted. The email addresses and phone/fax numbers of the bidder should also be indicated. The details in both the Bids should be exactly as stipulated.

6.8 RFP is not an offer

This RFP is not an offer by Bank, but an invitation for bidder's responses. No contractual obligation on behalf of Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Bank and the successful bidder.

6.9 Proposal Process Management

Bank reserves the right to accept or reject any and all proposals, to revise the RFP, to request one or more resubmissions or clarifications from one or more Bidders, or to cancel the process in part or whole. Additionally, Bank reserves the right to alter the requirements, in part or whole, during the RFP process, and without reissuing the RFP. Bank has every right to award the contract even if only one bidder is eligible after technical evaluation.

6.10 Date of Bid Expiration

Proposals must be valid for 120 days from the date of bid submission. Responses must clearly state the validity of the bid and its explicit expiration date.

6.11 Bidder's Indication of Authorization to Bid

Responses submitted by a Bidder to this RFP (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the RFP. The proposal must be signed by an official authorized to sign on behalf of Bidder Firm/Company. Bidder must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official and submit the copy of power of attorney / authority letter authorizing the signatory to sign the bid.

6.12 RFP Ownership

The RFP and all supporting documentation/templates are the sole property of Central Bank of India and should NOT be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust and may, inter alia cause the Bidder to be irrevocably disqualified. The aforementioned material must be returned to Bank when submitting the Bidder proposal, or upon request.

6.13 Proposal Ownership

The proposal and all supporting documentation submitted by the Bidder shall become the property of Central Bank of India.

6.14 Bid Pricing Information

By submitting a signed bid, the Bidder certifies that: The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition. The

prices in the bid have not been disclosed and will not be disclosed to any other bidder. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition.

6.15 Bidder Status

Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with Central Bank of India.

6.16 Right to Reject

Central Bank of India reserves the right to reject any or all proposals received in response to the RFP without assigning any reasons thereof. Bank reserves the right, to waive or modify any formalities, irregularities, or inconsistencies in the bid, which does not prejudice or affect the relative ranking of any bidder, which shall be binding on all bidders.

6.17 Non-Disclosure Agreement

The successful bidder will have to sign a Non-Disclosure Agreement (NDA) with the Bank as per the format enclosed in **ANNEXURE “8” Non-Disclosure Agreement**

6.18 Clarifications and amendments of RFP Document

During Technical Evaluation of the proposals Bank may, at its discretion, ask bidders for clarifications on their proposal. The bidders are required to respond within the prescribed time frame. At any time prior to deadline for submission of proposal, Bank may for any reason, modify the terms of RFP. The prospective bidders having received the RFP shall be notified of the amendments through website and/or newspapers and such amendments shall be binding on them.

6.19 Pre-Bid Meeting and Queries

Bidders are required to submit pre-bid queries, within the stipulated timelines as per **Annexure C** through email (in excel format only). The queries submitted before pre-bid meeting, will only be discussed in the pre bid meeting and their subsequent responses will be uploaded on to Bank's website and Government tender portal as well as e-procurement portal.

Only two persons per bidder will be allowed to attend the Pre-Bid meeting provided they have authorization letter from competent authority to attend the pre-bid meeting from their company. Bidders attending pre-bid are also required to submit a copy of their I-Card issued by their company.

No person shall be allowed to attend the Pre-Bid meeting without proper Authorization letter from their Company and without their Official ID Cards issued by their company. (Any other ID proof such as PAN, DL or Aadhaar card, etc will not be accepted) will be binding on the bidders.

Bidders are required to go through the RFP and any subsequent Corrigendum meticulously and submit their bid timely to avoid any last minute issues. Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a bidder. Any modification of the RFP, which may become necessary as a result of the Pre-bid Meeting, shall be made available by the Bank exclusively through the issue of an Addendum/Corrigendum on Bank's website www.centralbankofindia.co.in, government tender portal www.eprocure.gov.in

7. Ownership, and grant of licenses

The Vendor shall procure and provide a non-exclusive, non-transferable, perpetual and irrevocable license to the Bank for all the Software to be provided as a part of the Project. The Software can be used at anywhere in the Bank without restriction, but subject to the term and conditions of this RFP and the Software shall be assignable/transferable to any successor entity of the Bank Provided however that with respect to the enterprise wide licenses to be utilized for the CBS (Core banking Solution), in

addition to the rights of Bank's contained in this Clause and the rights contained elsewhere in this RFP/ Agreement, the following shall be applicable:

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

Notwithstanding the above, it is hereby agreed that any use of the Software under this RFP/Agreement, by a service provider of the Bank would be considered as the permitted use under this RFP/Agreement. However, such service provider will not possess any licensing or sub licensing rights of the Software and shall only have the right of permitted and limited use of the Software to provide services to Bank.

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

(a) To Use:

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

(b) To Copy:

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

(c) To work as interface:

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

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

for the Bank due to valuable resources capitalized in this respect, shall always be property of the Bank.

8. Patent Rights / Intellectual Property Rights

The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Bank agrees and acknowledges that same as expressly provided in this RFP, all Intellectual Property Rights in relation to the Hardware, Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Bidder during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Bidder or its licensor. The Bidder represents that a separate agreement is required to be entered into by the Bank with Third-party Bidders either for statutory or proprietary reasons, notwithstanding the Bidder's obligations for performance. During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank grants Bidder a right to use at no cost or charge the Hardware and Software licensed to the Bank, solely for the purpose of providing the Services. The Bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Hardware and Software used by Bidder in performing its obligations under this Project. If a third party's claim endangers or disrupts the Bank's use of the Hardware and Software, the Bidder shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product. All third party Hardware/software / service/s provided by the bidder in the scope of the RFP will be the responsibility of the bidder if any discrepancy or infringement is encountered. The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out of the use of any third party software or modules supplied by the Bidder as part of this Project.

9. Indemnity

1. The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:
 - a. Bank's authorized / bona fide use of the Deliverables and/or the Services provided by Bidder/Service Provider under this RFP ; and/or
 - b. An act or omission of the Bidder, employees, agents, sub- contractors in the performance of the obligations of the Bidder under this RFP ; and/or
 - c. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
 - d. Breach of any of the term of this RFP/Purchase Order(PO)/SLA or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this Agreement/PO; and/or
 - e. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
 - f. Breach of confidentiality obligations of the Vendor contained in this Agreement; and/or
 - g. Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors.
 - h. Statutory infringements in respect of all hardware, hardware components, software for the system (including operating system/s, system software, application software, security, firewall, antivirus etc.) etc. supplied by the Bidder.

- i. The Bidder shall indemnify the Bank for any data loss/damage because of processing of Bank's data in the software supplied.
2. The Bidder will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under 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, provided the Bank:
 - a. Notifies the Bidder in writing; and
 - b. Cooperates with the Bidder in the defense and settlement of the claims.
3. The Bidder shall compensate the Bank for such financial loss, direct and remote, suffered by the Bank if the Bidder fails to fix bugs, provide the Modifications / Enhancements / Customization as required by the Bank as per the terms and conditions of this RFP and to meet the Service Levels.
4. Additionally, the Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings,
 - a. Based upon the ground / allegation that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or
 - b. Resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act, 2000 in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim, however,
 - i. The Bidder shall have the sole control of the defense and all related settlement negotiations.
 - ii. the Bank shall provide the Vendor with the assistance, information and authority reasonably necessary to perform the above and
 - iii. Bidder has the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority provided such statement or comment or representation about the claim by bank is factually correct as per the stand of Bank. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect and incidental damages and compensations.

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

5. Indemnity would be limited to court awarded damages and shall exclude consequential and incidental damages. However, indemnity would cover damages, loss or liabilities, compensation suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
6. The Bidder shall indemnify the Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where the Bank does not opt for retention of GST component on supplies.
7. Bidder shall indemnify to bank, if cyber threatened /crime/hacking or any related offence occurs due to use of solution/software supplied (including support services) or any other manner provided in this regard.

10. Integrity pact

Each Participating bidder/s shall submit Integrity Pact as per attached **Annexure-D** on duly stamped of Rs 500. Integrity pact should submit 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 scheduled prescribed by Bank shall be relevant ground of disqualification to participating in Bid process.

Bank has appointed Independent External Monitor (hereinafter referred to as IEM) for this pact, whose name and e-mail ID are as follows:

Mr.Trivikram Nath Tiwari [mail: trivikramnt@yahoo.co.in] IEM's task shall be to review – independently and objectively, whether and to what extent the parties comply with the obligations under this pact

IEM shall not be subjected to instructions by the representatives of the parties and perform his functions neutrally and independently

Both the parties accept that the IEM has the right to access all the documents relating to the project/procurement, including minutes of meetings.

11. Delays in Bidder's Performance

The bidder must strictly adhere to the implementation schedule, as specified in the contract, executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the bidder will enable Bank to resort to any or all of the following provided that the bidder is first given a 30 day cure period to remedy the breach/ delay:

- i. Termination of the purchase agreement fully or partly and claim liquidated damages.
- ii. Forfeiting of Security Deposit/Performance Bank Guarantee/Earnest Money Deposit / Invoking EMD Bank Guarantee

However, the Bank will have the absolute right to charge penalty and/ or Liquidated Damages as per the RFP/ contract without giving any cure period if Bank intends not to take both or either of the above two steps in case of a particular delay .

12. Cancellation of Contract and Compensation

The Bank reserves the right to terminate the order/ contract of the selected bidder (after providing a cure period of 30 days and thereafter providing a 30 days' notice period) and recover expenditure incurred by the bank in the following circumstances:

- i. The selected bidder commits a breach of any of the terms and conditions of the contract.
- ii. The bidder goes into liquidation voluntarily or otherwise.
- iii. The progress regarding execution of the contract by the bidder is unsatisfactory.
- iv. Deduction on account of liquidated damages exceeds 10% of the total contract price.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the bank may give a 30 days cure period. Thereafter, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out the bidding process for the execution of the balance of the contract.

In the event of delay in project beyond the specified period or noncompliance of the RFP terms or nonfulfillment of RFP functional requirements or severe bugs in the hardware/software supplied or proposed system performance is not satisfactory etc., the Bank reserves the right to cancel the Contract and Purchase Order at any time. In addition to the cancellation of contract and Purchase order, the Bank also reserves the right to invoke the Bank Guarantee given by the successful bidder to recover the damages and to recover compensation from the successful Bidder on account of wastage of time and money, cost escalation for procuring new system under new project etc.

13. Bid Security Deposit

Prospective bidders are required to submit the Demand Draft/ Bank Guarantee /RTGS/NEFT drawn in favor of “Central Bank of India” payable at Mumbai, towards bid security amount of INR 5,00,000.00/- (Rupees Five Lakhs only). The Bank may accept bank guarantee in lieu of bid security amount for an equivalent amount valid for 180 days from the last date of bid submission and issued by any scheduled commercial bank in India. The Bank will not pay any interest on the Bid Security Amount.

The Bid Security Amount may be forfeited:

- (a) If a Bidder withdraws its tender during the period of tender validity specified by the Bidder; or
- (b) If the Bidder does not accept the correction of its Tender Price; or
- (c) If the successful Bidder fails within the specified time to:
 - (i) Sign the Contract; or
 - (ii) Furnish the required security deposit.

The Bid Security Amount of a Joint Venture (JV) must be in the name of the JV that submits the tender. If the JV has not been legally constituted at the time of bidding, the Bid Security Amount shall be in the names of all future partners as named in the letter of intent.

The Bid Security Amount will be refunded to:

The Successful Bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee (PBG) as security deposit for an amount equivalent to 10% of the Total Project Cost amount valid for 63 months with in one month from the date of acceptance of Purchase order, validity starting from its date of issuance. The PBG shall be submitted within 21 days from the date of Purchase order acceptance by the Bidder. (Percentage of PBG may change as per Govt, Of India guidelines time to time)

The Bid Security amount of unsuccessful Bidders shall be returned as promptly as possible.

14. Performance Bank Guarantee

- i. As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG), in the format given by the Bank in **Annexure-B**, for 10% of the total project cost valid for 63 months, validity of PBG starting from its date of issuance. The PBG shall be submitted within 21 days of the PO acceptance by the Bidder.
- ii. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favor with authorization to sign the documents.
- iii. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.
- iv. In the event of the Successful Bidder being unable to service the contract for whatever reason, Bank may provide a cure period of 30 days and thereafter invoke the PBG, if the bidder is unable to service the contract for whatever reason.

- v. In the event of delays by Successful Bidder in implementation of project beyond the schedules given in the RFP, the Bank may provide a cure period of 30 days and thereafter invoke the PBG, if required.
- vi. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract. Bank shall notify the Successful Bidder in writing of the exercise of its right to receive such compensation within 14 days from the date of notifying the bidder, indicating the contractual obligation(s) for which the Successful Bidder is in default.
- vii. The Bank shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him by the bank due to inadvertence, error, collusion, misconstruction or misstatement.
- viii. The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

15. Penalty Clause

The successful bidder must strictly adhere to the schedules for completing the assignments. Failure to meet these schedules will constitute a material breach of performance. In the event that the Bank is forced to cancel an awarded contract relative to this RFP due to the successful bidder's inability to meet the agreed delivery dates, the bank may take suitable penal actions as deemed fit.

Delay in installation/configuration of GST application solution

1. Penalty will be charged 1% of software cost per week or part thereof for delay in delivery and installation of software beyond 8 weeks from the date of acceptance of purchase order subject to a maximum cap of 10% of the project cost.

16. Liquidated Damages

The Bank will consider the inability of the bidder to deliver services or install the equipment within the specified time limit as a breach of contract and would entail the payment of Liquidated Damages on the part of the bidder. The liquidated damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalization, implementation, training, acceptance, warranty, maintenance etc. of the proposed solution/ services) by the bidder.

Installation/configuration will be treated as incomplete in one / all of the following situations:

- i. Non-delivery of any component or other services mentioned in the order.
- ii. Non-delivery of supporting documentation.
- iii. Delivery availability, but no installation of the components and/ or software.
- iv. Non integration.
- v. Non-Completion of Transition within suggested timeline.
- vi. System operational, but unsatisfactory to the Bank.

Bank may at its option demand and recover from the Successful Bidder(s) an amount equivalent to 1(one) percent of the undelivered portion of contract value for every week of delay or part thereof, subject to a maximum of 10% of the total purchase order value. Once the maximum is reached, the Bank may consider termination of the contract.

If the Service Provider fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the RFP/Contract or contract duration, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum

equivalent to 0.50% of the total purchase order value until actual delivery or performance, per week or part thereof (5 days will be treated as a week); and the maximum deduction is 10% of the total purchase order value. Once the maximum is reached, the Bank may consider termination of the contract, invoke of bank guarantee or any other rights as deem fit.

Bank shall invoke the performance guarantee in case the Service Provider/Bidder fails to discharge their contractual obligations during the period of contract or Bank incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions. Bidder shall have to submit fresh Performance Bank Guarantee of the same amount as submitted earlier in case PBG is invoked by the Bank.

17. Informing IBA/ other banks for Blacklisting the Service Provider:

Bank reserve the right to inform IBA/ other banks for blacklisting the Service Provider in case of default in service or delay in implementation of the project leading to financial loss or reputation loss, loss of time of the bank for implementation of the project.

18. Force Majeure

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, i.e. Force Majeure.

For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable due to which performance of contract becomes impossible but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding above, the decision of the Bank shall be final with regard to the event causing the delay to be deemed as force majeure or not and the same shall be binding on the Bidder.

19. Disclaimer

The Bank and/or its officers, employees disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.

20. Security Configuration

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

physical security controls, input/output controls, Database (DB) controls, backup and recovery procedures, Network security controls and program change controls. Compliance of the audit report has to be ensured by the Vendor.

To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Vendor shall afford the Bank's representatives access to the Vendor's facilities, installations, technical resources, operations, documentation, records, databases and personnel.

21. Right to Inspect, Examine and Audit:

All OEM/Vendor records with respect to any matters / issues covered under the scope of this project shall be made available to the Bank 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. Such records are subject to examination. The Bank's auditors 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 cost of such audit will be borne by the Bank.

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

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

- a) Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the service provider. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.
- b) Provide the Bank with right to conduct audits on the service provider whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any audit or review reports and finding made on the service provider in conjunction with the services performed for the bank.
- c) Include clause to allow the reserve bank of India or persons authorized by it to access the bank's documents: records of transactions, and other necessary information given to you, stored or processed by the service provider within a reasonable time. This includes information maintained in paper and electronic formats.
- d) Recognized the right of the reserve bank to cause an inspection to be made of a service provider of the bank and its books and account by one or more of its officers or employees or other persons. Banks shall at least on an annual basis, review the financial and operational condition of the service provider. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the service provider. Such assessment and reports on the service provider may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.
- e) Vendor shall have to comply the Audit finding without any additional cost to the bank. In order to fulfill of the Audit compliance, Bank will communicate finding of the Auditor without delay to avoid any mischievous situation.

22. Monitoring

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

23. Visitations

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

24. Prices

- The prices shall be quoted in Indian Rupees (INR) only (without decimal places) and shall not have any effect from variations / fluctuations of any other currency.
- The price charged by the bidder for the services performed to fulfill the scope of this RFP shall not vary from the contracted prices and shall remain valid for the contract period.
- The Contract price shall be the only payment, payable by the Bank to the bidder for completion of the contractual obligations by the bidder under the Contract, subject to the terms of payment specified in the Contract.
- The prices, once offered, must remain firm and must not be subject to escalation for any reason within the period of validity.
- The bank shall have the right to withhold any payment due to the successful bidder, in case of delays or defaults on the part of the successful bidder. Such withholding of payment shall not amount to a default on the part of the bank.

25. Payment Terms

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

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Payment schedule will be as under for Central bank Of India and two sponsored RRBs.

Sl. No	Component	Payment Terms	% of payment
a.	Application Software and customization	Delivery of customized version of application software to UAT and on submission of Invoice and proof of Delivery.	30% of TCO

b.	Implementation	After full implementation.	50 % of TCO
c.	Warranty	After completion of warranty period of one year	10 % of TCO
d.	PBG	After submission of Performance Bank Guarantee or on successful completion of the contract period.	10 % of TCO
e.	Annual Technical Support (ATS)	The amount shall be payable quarterly in arrears.	

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

26. Non-Negotiability on RFP

Bank is not responsible for any assumptions or judgments made by the bidders for arriving at any type of sizing or costing. Bank at all times will benchmark the performance of the bidder to the RFP documents and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Bidder must make the same available at no extra costs to Bank, in order to achieve the desired service levels as well as meet the requirements of these documents.

All terms and conditions, payments schedules, time frame for implementation, and expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the bidder.

The bidders shall adhere to the terms of this RFP and shall not deviate from the same.

27. Limitation of Liability

The Bidders aggregate liability in connection with obligations undertaken as a part of the Project regardless of the form or nature of the action giving rise to such liability (in contract), shall be at actuals and limited to the contract value. The Vendors liability in case of claims against the Bank resulting from, misconduct or gross negligence of the Vendor, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited. The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Bidder under this project and operated according to the Bidder's advice and same confirmed by Bank's officials. In no event shall either party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this agreement or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users and service providers of the Bank would be considered as a direct claim.

28. Publicity

Any publicity by vendor in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

29. Privacy and Security Safeguards

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

30. Confidentiality

This document contains information confidential and proprietary to Central Bank of India. Additionally, the Bidder will be exposed by virtue of the contracted activities to internal business information of Bank, affiliates, and/or business partners. Disclosure of receipt of any part of the aforementioned information to parties, not directly involved in providing the services requested, could result in the disqualification of the Bidder, premature termination of the contract, or legal action against the Bidder for breach of trust.

No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent from Bank. Reproduction of this RFP, without prior written consent of Bank, by photographic, electronic, or other means is strictly prohibited.

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

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

The service provider shall execute the Non-disclosure Agreement as per the format/**Annexure-8** with RFP or shared by Bank.

31. Adherence to Terms and Conditions

The bidders who wish to submit responses to this RFP should abide by all the terms and conditions contained in the RFP and subsequent corrigendum released, if any. If the responses contain any

extraneous conditions put in by the Bidder, such responses may be disqualified and may not be considered for the selection process.

32. Execution of Contract, SLA

- i. The selected bidder shall sign a stamped “Agreement” (SLA) with the Bank at Mumbai as per the format to be provided by the Bank within 15 days from the date of acceptance of Purchase Order.
- ii. The Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after Bid evaluation and negotiation.
- iii. The Agreement shall be executed in English language only and original copy will be kept by the bank and the selected Bidder will receive the photocopy of the same. The Agreement shall be valid till all contractual obligations are fulfilled.

33. Successful Bidder’s Personnel

The Successful Bidder will agree, acknowledge and covenant that:

- i. The personnel to be employed by the successful Bidder for carrying out the works have and will continue to use all the skill, care and diligence reasonably to be expected of such suitably qualified and experienced personnel having regard to the value, scale, character and quality of the Works;
- ii. The personnel employed shall have the necessary qualifications and skill-sets as agreed to by Bank;
- iii. The Successful Bidder shall have necessary stand-by arrangements available in case of absence of personnel for leave or any other reason;
- iv. In case of services of an existing employee of the Successful Bidder are withdrawn / terminated by the Successful Bidder, sufficient notice has to be given to Bank and a replacement of equivalent qualification should be deployed; and
- v. Bank shall have the right to require the Successful Bidder to remove any of their personnel for misconduct or any other reason specified by Bank.

34. Bank’s Right

Bank reserves the right to:

- i. Reject any and all responses received in response to the RFP
- ii. Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery
- iii. Negotiate any aspect of the proposal with any bidder and negotiate with more than one bidder at one time
- iv. Extend the time for submission of all proposals
- v. Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
- vi. Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- vii. Share the information / clarifications provided in response to the RFP by any bidder, with any other bidder(s) / others, in any form.
- viii. Cancel the RFP at any stage
- ix. Interview the personnel being deployed on the project
- x. Conduct site visits of bidders related to proposed solution and facilities.
- xi. Take presentations on proposed solution of the bidders.

35. Substitute of Project Team Members

During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome delay in implementation or is critical to meet the obligation. In such circumstances, the bidder can do so only with the concurrence of the Bank by providing other staff of the same level of qualifications and expertise.

36. Professionalism

The bidder should provide professional, objective and impartial advice at all times and hold the Bank's interest paramount. It should observe the highest standard of ethics while executing the assignment.

37. Adherence to Laws and Standards

- The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities which are applicable to respective business, obligations and subject matters of the contract.
- Bidder must ensure that the proposed products/services are compliant to all such applicable existing regulatory guidelines of GOI / RBI and also adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008) and Payment and Settlement Systems Act 2007 and amendments thereof which are applicable to the business of the bidder. The bidder must submit a self-declaration to this effect.
- The Bank reserves the right to conduct an audit / ongoing audit of the services provided by the bidder.
- The Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects.

38. Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract.

Requisite power of attorney/ board resolution authorizing the signatories of the bid to respond to this RFP must be submitted along with the bid. The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of its Board, authenticated by company Secretary, authorizing an official or officials of the bidder or a Power of Attorney copy to discuss or sign agreements/ contracts with the Bank. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

39. Collusive Conduct

Bidders and their officers, employees, agents and advisers must not engage in any collusion, anti – competitive conduct or any other similar conduct with any other bidder or any other person in relation to the preparation or lodging of responses.

By submitting a signed proposal, the bidder certifies that:

- i. It has arrived at the prices in its proposal without agreement or discussion with any other bidder of this RFP for the purpose of restricting competition.
- ii. The prices in the proposal have not been disclosed and will not be disclosed to any other bidder of this RFP.
- iii. No attempt by the bidder to induce any other bidder to submit or not submit a proposal for restricting competition has occurred.

40. Unlawful Inducements

A bidder and its respective officers, employees, agents or advisers must not have violated and must not violate any applicable laws regarding the offering of inducements in connection with the preparation of their response. Bidders and their representatives must not directly or indirectly attempt to unduly influence the outcome of the RFP process.

41. Conflict of Interest

The bidder shall disclose to the Bank in writing all actual and potential conflicts of interest that exist, arise or may arise (either for the bidder or the bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

42. Exit Management

The bidder shall promptly on the commencement of the exit management period supply to the Bank or its nominated Bidders the following:

- i. Complete information/documents relating to the current services rendered or customizations made
- ii. Documentation relating to Intellectual Property Rights

The bidder shall provide uninterrupted services on existing terms till an alternate solution is available.

Before the expiry of the exit management period, the current vendor shall deliver to the Bank or its nominated vendor all new or updated materials from the categories set out in point (1) above, and shall not retain any copies thereof, except that the current vendor shall be permitted to retain one copy of such materials for archival purposes only.

43. Transfer of Agreements

On request by the Bank or its nominated vendor, the current vendor shall effect such assignments, transfers, innovations, licenses and sub-licenses in favor of the Bank or its nominated vendor, in relation to any equipment lease, maintenance or service provision agreement between existing vendor and nominated vendor, and which are related to the services and reasonably necessary for the carrying out of replacement services.

The Bank and its appointed nominees shall have the Right of Access to premises where the assets are hosted or from where services are being provisioned.

44. Legal Compliance

- i. The Successful Bidder hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of license, permits and certificates and payment of taxes where required, labour laws, etc. If at any time during the term of this agreement, the Bank is informed or information comes to the Bank's attention that the Successful bidder is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), the Bank shall be entitled to terminate this agreement with immediate effect
- ii. The Successful bidder shall maintain all proper records, particularly but without limitation accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records, returns and applicable documents under the Labor Legislation
- iii. The Successful bidder shall ensure payment of minimum wages to persons engaged by it as fixed from time to time under the Minimum Wages Act, 1948. In case the same is not paid, the liability under the act shall solely rest with the Successful Bidder.

45. Amendment to Contract

Any change made in any clause of the contract which shall modify the purview of the contract within the validity and currency of the contract shall be deemed as an amendment. Such an amendment can and will be made and be deemed legal only when the parties to the contract provide their written consent about the amendment, subsequent to which the amendment is duly signed by the parties and

shall be construed as part of the contract. The details of the procedure for amendment shall be as specified in the contract.

46. Correspondence and Notices

Any correspondence or notice from one party to another under the terms of the contract shall be served by email or by hand and confirmed in writing to the party's address. A notice shall be effective from the date when delivered.

47. Survival and Severability

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

48. 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.

49. Violation of Terms

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

50. Information Ownership

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

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

51. Corrupt and Fraudulent Practices

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

in pursuance of this policy:

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

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

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

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

52. Independent Contractor/Sub-Contractor

Nothing herein contained will be construed to imply a joint venture, partnership, principal-agent relationship or co-employment or joint employment between the Bank and Vendor. Vendor, in furnishing services to the Bank hereunder, is acting only as an independent contractor. Vendor / OEM are responsible for implementation and maintenance of the solution as per the requirement of Bank, managing the activities of its personnel or the personnel of its subcontractors/Authorized Reseller and will be accountable for both. Vendor shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors etc. which is outside the scope of power vested or instructions issued by the Bank. Vendor shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Vendor and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this scope of work. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by Vendor, for any assignment under the purchase contract to be issued for this scope of work. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of Vendor shall be paid by Vendor alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Vendor's employee, agents, contractors, and subcontractors. Vendor shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings by statutory authority including labour laws, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc. The Service Provider alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Vendor will make all required payments and deposits of taxes in a timely manner.

53. Resolution of Disputes

1. The Bank and the Selected Bidder/Vendor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract/SLA.
2. If the parties fail to resolve the dispute/s within 30 days, the dispute/s shall be decided by Arbitration under Arbitration and Conciliation Act, 1996.

3. For this, either party may approach the other party to refer the matter to the sole arbitrator. Both the parties shall appoint a sole arbitrator whose decision shall be final and binding on the parties. If the parties fail to agree on the name of one person as the Sole Arbitrator, both the parties shall appoint one arbitrator each. The two arbitrators so appointed shall appoint a third arbitrator.
- a) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
- b) This RFP shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP. Notwithstanding the above, The Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

54. Exit Option and Contract Re-Negotiation

- 1) The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of Liquidated damages as per the terms of the contract, in the event of one or more of the following conditions:
- A. Delay in delivery of solution beyond the specified period.
 - B. Serious discrepancies noted in the solution delivered.
 - C. Breaches in the terms and conditions of the Purchase Order/Agreement.
 - D. Non satisfactory performance of Service Provider during the contract period.
- 2) In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Service Provider towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.
- 3) Bank shall serve the notice of termination to the Service Provider at least 30 days prior, of its intention to terminate services during the contract period.
- 4) In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Performance Guarantee given by the BIDDER.
- 5) The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the BIDDER at more favorable terms in case such terms are offered in the industry at that time.
- 6) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the BIDDER should continue to supply the equipment's (if required/non delivered) and provide services to the Bank as per the contract.
- 7) Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The Bidder should perform a reverse transition mechanism to the Bank or its selected vendor. The reverse transition mechanism would be over a period of 6 months post the completion of the 30 day notice period to facilitate an orderly transfer of services to the Bank or to an alternative 3rd party / vendor nominated by the Bank. Where the Bank elects to transfer the responsibility for service delivery to a number of vendors Bank will nominate a System Integrator who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services.
- 8) The reverse transition services to be provided by the Bidder shall include the following:
- a) The vendor shall suitably and adequately train the Bank's or its designated team for fully

- and effectively manning, operating and maintaining the Security Operations Centre Solution.
- b) Vendor shall provide adequate documentation thereof.
 - c) The vendor shall jointly manage the solution with the bank or designated team for a reasonable period of time
 - d) The vendor shall assist the bank in migration of the Solution to another, if desired by the bank.
- 9) Knowledge transfer: The Supplier shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this Contract. Supplier shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required supporting the Services. Such documentation will be subject to the limitations imposed by Supplier's Intellectual Property Rights of this Contract.
- 10) Warranties: All the warranties held by or in the name of the Bidder/Supplier shall be assigned or transferred as-is, in the name of the bank. The Bidder/Supplier shall execute any and all such documents as may be necessary in this regard.
- 11) The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.
- 12) The Bidder/Supplier shall provide all other services as may be agreed by the parties in connection with the reverse transition services.
- 13) The Bidder/Supplier recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the Supplier agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the Supplier under the scope, upon termination or expiration thereof, for any reason whatsoever.
- 14) The cost for reverse transition if any should be part of the commercial offer during which the existing Supplier would transfer all knowledge, knowhow and other things necessary for the Bank or new Supplier to take over and continue to manage the services. The Supplier agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation or exist of the parties.
- 15) The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
- 16) The Bank and the Supplier shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.
- 17) The Bidder/Supplier agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank or its selected Suppliers as would be required.

Notwithstanding anything contained in this Agreement, the Bank shall be entitled to terminate the agreement with the service provider without assigning any reason at any time by giving **thirty (30) days** prior written notice to the service provider.

55. Termination**1. Termination for Default**

1.1 The Bank, without prejudice to any other remedy for breach of contract, by at least 30 Days prior written notice of default sent to the Successful Bidder, may terminate this Contract in whole or in part:

- a) If the Successful Bidder fails to deliver any or more or all of the deliverables / milestones within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or;
- b) If the Successful Bidder fails to perform any other obligation(s) under the contract.
- c) If the Successful Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. Corrupt practice means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the procurement process or in contract execution; and “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

1.3 In case the contract is terminated then all undisputed payment will be given to vendor, after adjusting the penalty if any, from invoices.

2. Termination for Insolvency

If the Bidder becomes bankrupt or insolvent, has a receiver appointment order issued against it, compounds with its creditors, or, if the Bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Bidder takes or suffers any other analogous action in consequence of debt; then the Bank plans to, at any time, terminate the contract by giving written notice to the Bidder. If the contract is terminated by the Bank in terms of this Clause, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank. In case, the termination occurs before implementation in all the locations in terms of this clause, the Bank is entitled to make its claim to the extent of the amount already paid by the Bank to the Bidder.

3. Termination – Key Terms & Conditions

The Bank reserves the right to terminate the agreement with the Bidder /Service Provider at any time by giving sixty (30) days prior written notice to the Bidder.

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

- a) has a winding up order made against it; or
- b) has a receiver appointed over all or substantial assets; or
- c) is or becomes unable to pay its debts as they become due; or

- d) enters into any arrangement or composition with or for the benefit of its creditors; or
- e) Passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

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

4. Termination for Convenience

The Bank, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination shall be effective.

56. Consequences of Termination

1. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.
2. In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by BANK, the Vendor herein shall be obliged to provide all such assistance to the next successor Vendor or any other person as may be required and as BANK may specify including training, where the successor(s) is a representative/personnel of BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.
 - a) Nothing herein shall restrict the right of BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to BANK under law or otherwise.
 - b) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

57. Order Cancellation

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

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

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

58. Assignment

Bank may assign the Project and the solution and services provided therein by Service Provider in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its

assets. The Bank shall have the right to assign such portion of the facilities management services to any of the Contractor/sub-contractors, at its sole option, upon the occurrence of the following:

- (i) Service Provider refuses to perform;
- (ii) Service Provider is unable to perform;
- (iii) Termination of the contract with Service Provider for any reason whatsoever;
- (iv) Expiry of the contract.

Such right shall be without prejudice to the rights and remedies, which the Bank may have against Service Provider. Service Provider shall ensure that the said subcontractors shall agree to provide such services to the Bank at no less favorable terms than that provided by Service Provider and shall include appropriate wordings to this effect in the agreement entered into by Service Provider with such sub-contractors.

59. Payment and Taxes

1. The scope of work is divided in different areas and the payment would be linked to delivery and acceptance. Payments will be made subject to LD/penalty/compliance of Service Levels defined in the RFP document.
2. The Bidder must accept the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted.
3. The payments will be released only through NEFT / RGTS and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.
4. The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid/reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by the bank or any new tax introduced by the government will also be paid by the bank. The entire benefits/ advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. The bank will not pay any out of pocket expense. The Selected bidder will be entirely responsible for licence fee, road permits, NMMC cess, LBT, Octroi, insurance etc. in connection with the delivery of products at site advised by the Bank including incidental services and commissioning
5. Goods and Services Taxes(GST) and its Compliance
 - a) Goods and Services Tax Law in India is a Comprehensive, multi-stage, destination-based tax that will be levied on every value addition. Service Provider shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder-
 - b) TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the Service Provider of taxable goods and services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances contained in the statutes include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person.
 - c) It is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit (ITR) to the Bank by way of commensurate reduction in the prices under the GST Law.
 - d) If Service Provider as the case may be, is backlisted in the GST (Goods and Services Tax) portal or rating of a Service Provider falls below a mandatory level, as decided time to time may be relevant ground of cancellation of Contract.
6. Bank shall deduct tax at source, if any, as per the applicable law of the land time being enforced. The Service provider shall pay any other taxes separately or along with GST if any attributed by the Government Authorities including Municipal and Local bodies or any other authority authorized in this regard.

60. Service Provider's Integrity and Obligation

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

Service Provider's obligations

- a) The *Service Provider* is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.
- b) The *Service Provider* will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the *Service Provider's* negligence. The *Service Provider* will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- c) *The Service Provider* is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- d) *The Service Provider* will treat as confidential all data and information about the Bank, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.
- e) The service Provider shall ensure that the software and hardware relevant for the Services contemplated under this RFP, is properly maintained and operated at all times, without hampering the services with proper standby.
- f) Ensure that there is sufficient back up in terms of power and other infrastructure, including but not limited to, Uninterrupted Power Supply, air-conditioners, components/resources at the Location for rendering the Services in terms of this RFP.
- g) The Service Provider shall be fully responsible for any breach of data confidentiality of customer related information. This liability shall be applicable even after the contract expires or gets terminated.
- h) The Service Provider should have a well-documented Business Continuity Plan and Disaster Recovery Plan and also security and control practices.
- i) The Service Provider should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.
- j) The Service Provider shall disclose security breaches if any to the Bank, without any delay.
- k) Service Provider shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank.
- l) Service Provider must comply with RBI circular on "Cyber Security Framework for Banks" and assurance from the respective OEMs/Application providers that the application is free from embedded malicious/fraudulent code.
- m) Service Provider should follow Information security guideline issued by Bank/Regulatory/Statutory Authority time to time, and the same must be complied in order without fail, to avoid breach of contractual obligation.
- n) Service Provider shall submit Integrity Pact, Non-Disclosure Agreement and Performance bank guarantee as per satisfaction of the Bank.
- o) The Service provider should guarantee that the software supplied to the Bank is licensed and legally obtained. Software must be supplied with their original and complete printed documentation.
- p) The Service provider should make proper arrangement with respective OEM to ensure that back to back arrangement in place for continuing support for the Server, and System Software provided for implementation of **Support Software for Goods and Service Tax (GST)** . So that continuity is maintained for **Support Software for Goods and Service Tax (GST)** in the event of insolvency,

bankruptcy, liquidation, acquisition, windup, amalgamation or termination on default of Service Provider.

- q) The License is granted to the existing entity of the Bank and in the event of any merger/acquisitions in future shall automatically transfer the license to the newly merged entity without any additional cost or charges. In this juncture support and services shall be continue till the currency of the contract.
- r) The Bank reserves its right to blacklist to Service Provider to participate in future tender process, in the event of delay in project beyond the specified period or non-compliance of the RFP terms or non-fulfillment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory. Bank shall have right to exercise power conferred under this clause along with any or all right incorporated under RFP/Agreement.
- s) The service provider should comply within the specified timeline, the finding of the external or internal Audit including Regulatory/Statutory without any additional cost to the BANK.
- t) The service provider should comply of the Retention policy of the Bank and co-ordinate to preserve the data/documents of bank for minimum 10 years.

61. Source code and escrow

1. The selected Bidder shall place the source codes of the solution product and their technical documentation i.e. the procedures necessary to build the Source into executable from the Application solution, within one year of formal acceptance thereof with an escrow agent as per the terms and conditions of a tripartite agreement to be signed between the Bank, the selected bidder and the escrow agent.
2. The source code shall contain all information in eye readable form necessary to enable a reasonably skilled programmer or analyst to maintain and /or enhance the program(s) and that, without prejudice to the generally of the foregoing, the source shall contain all listing of code, programmer's comments, logic manual and flowcharts.
3. The escrow will be released to and become the property of the Bank in the event that the Contract is terminated for either Default or Insolvency, or should the selected bidder cease, or give notice of intention to cease to provide maintenance or technical support service for the Software as required by the Contract. The agent will effect the release within 15 days of receipt of written demand from the Bank therefore.
4. The contents of the escrow shall be kept current with the most recent release of the Software as long as the Bank contracts with the selected bidder for Software maintenance, within 3 months of the installation of said release into production operation at the Bank's site. The escrow shall be established so as to maintain the last three versions deposited.
5. The selection of the escrow agent will be made jointly by the Bank and the selected bidder. All costs incurred in connection with the escrow arrangement will be borne by the selected bidder.

62. Acceptance of Offer:

1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
2. The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
3. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender the RFP with or without modifications. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.
4. The bidder including those, whose tender is not accepted shall not be entitled to claim any costs,

charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

63. Award of Contract:

1. The contract shall, be awarded and the order shall be placed on selected Bidder.
2. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the bidder.
3. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.
4. The Shortlisted bidder/s will be required to supply the solution to various branches/Offices of the Bank.

64. Effective Date:

The effective date shall be date of acceptance of the order by the selected bidder. However, the bidder shall submit the acceptance of the order within seven days from the date of receipt of order. The Bank reserves the right to consider the late acceptance of the order, if any, at its discretion.

65. Security Deposit / Performance Bank Guarantee:

- a. The successful bidder should submit a Security Deposit / Performance Guarantee for 10 % of total value of the contract within 15 days from the date of acceptance of the Order.
- b. Security Deposit should be submitted by way of NEFT/RTGS/DD drawn on Central Bank Of India payable at Mumbai / Bank Guarantee may be obtained from any of the Scheduled Banks (other than Central Bank Of India). However it should be as per the **Annexure-B**.
- c. Security Deposit/Performance Bank Guarantee should be valid for total contract period (Six years) from the date of acceptance of the solution and shall be retained till the completion of Contract period. The guarantee should also contain a claim period of Three months from the last date of validity.
- d. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and warranty period.
- e. The security deposit / bank guarantee will be returned to the bidder on completion of Warranty Period.
- f. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

66. Proposal Ownership:

The proposal and all supporting documentation submitted by the bidder shall become the property of the Bank. As the Bidder's proposal is important for the evaluation and selection process, it is important that, the bidder carefully prepares the proposal as per the prescribed format only. Under no circumstance, the format can be changed, altered or modified. Bidders must provide categorical and factual replies to specific questions. Bidders may provide additional technical literature relating to their proposal but in a separate Annexure. Correct and current technical details must be completely filled in. The Appendices/Annexures to this RFP shall form integral part of the RFP.

67. Project Ownership

The application software should be owned by the bidder and the undertaking should be given in this regard. The documents regarding ownership should be produced thereafter.

68. Project Manager

Bank has given its requirement in Point No.4 (Scope of Work) and project details in point No.4.

- i. Successful bidder has to engage an experienced onsite Project Manager for this assignment who should have at least L2 level experience of successful installation and other components etc. in a large project for a banking/ financial organization.
- ii. The successful bidder is required to provide onsite management & governance for the scope of the RFP throughout the tenure of the implementation.

From the Bank 's side, Project Management will be established at DIT, 4st Floor, plot no 26, Sector 11, CBD Belapur, Navi Mumbai 400614 as, Primary Site hardware and DR set up will be established at Hyderabad.

69. Project Timeline

The successful Bidder shall be responsible for delivery; installation, support and maintenance of entire software solution as per requirement of the Bank and shall undertake to adhere to the timeline specified in RFP. If the Bidder fails to do so within the stipulated scheduled time or by the date extended by the Bank, (in case bank deems fit and not obligatory on the bank to extend the date) it will tantamount to breach of contract. In such case, the Bank would be entitled to charge penalty and/or have the right to terminate the contract, as the case may be, as specified in this RFP.

70. Supply of software licenses

The successful bidder shall supply the software & licenses required for successfully operationalizing the GST software application.

1. The software will have to be supplied with the complete and legal documentation of software, all subsystems, Database, system software requirements, software drivers and manuals as applicable. The bidder shall supply operation and maintenance manuals together with drawings of goods and equipment's built. These shall be in such details as will enable the bank to operate, maintain, adjust and repair all parts as stated above.
2. The bidder shall supply along with each item, all the related documents, Software Licenses and necessary media of the software loaded without any additional cost. The media and documents shall be in English. These will include but not restricted to User Manual, Operation Manual, technical manual etc.
3. All related documents, manuals, catalogues and information furnished by the bidder shall become the property of the Bank.

71. Disaster Recovery Setup

Successful bidder is required to establish the Disaster Recovery (DR) set up. The DR set up will be mirror image of the Primary setup except UAT servers which is only at DC location.

ANNEXURE-1

CHECK LIST FOR SUBMISSION

Sr	Particulars	Bidders Remark Yes/No
1	Certificate of incorporation/AOA/MOA/Partnership Deed	
2	Audited Balance sheets of last three years (including Notes to Accounts) 2019-20 , 2020-21, 2021-22	
3	CA certificate for three years average turnover for financial years 2019-20 , 2020-21, 2021-22	
4	CA certificate for operating profit for last three financial years 2019-20 , 2020-21, 2021-22	
5	CA certificate for net worth for last three financial years i.e 2019-20 , 2020-21, 2021-22	
6	Self-declaration by the Authorized Signatory for not have filed for bankruptcy in any country including India on company letter head	
7	Submit the self-declaration on Company's letter head with address locations and contact number for support centers in Mumbai & Hyderabad	
8	Self-declaration on Company's letter head should not have been blacklisted/debarred/	
9	Self-declaration on Company's letter head Bidder/OEM should not have any pending litigation or any dispute arises	
10	Self-declaration on Company's letter head • NPA • Any case pending and latest Corporate CIBIL report.	
11	Document Cost	
12	Bid Security	
13	ANNEXURE “2” Bid Covering Letter	
14	ANNEXURE “3” Eligibility Criteria Declaration	
15	ANNEXURE “4” Bidders Profile	
16	ANNEXURE “5” Details of Offices / Branches / Service Center	
17	ANNEXURE “6” Authorization Letter Format	
18	ANNEXURE “7” Track record in past implementation of software in Banks	
19	ANNEXURE “8” Non-Disclosure agreement format	
20	ANNEXURE “9” Technical Bid Covering Letter	
21	ANNEXURE “10” Undertaking of Authenticity for software	
22	ANNEXURE “11” Compliance Certificate	
23	ANNEXURE “12” Undertaking Letter	
24	ANNEXURE “13” Escalation Matrix	
25	ANNEXURE “14” Conformity Letter	
26	ANNEXURE “15” Covering Letter for Commercial Bid (Format)	

27	ANNEXURE “16” Bill of Material	
28	ANNEXURE “17” Process of Technical evaluation	
29	ANNEXURE “18” Letter of Refund of EMD	
30	ANNEXURE “19” Format of Power of Attorney	
31	ANNEXURE “A” Bank Guarantee Format for Earnest Money Deposit	
32	ANNEXURE “B” Performa Bank Guarantee for Contract Performance	
33	ANNEXURE “C” Format for sending Pre-Bid Queries	
34	ANNEXURE “D” Integrity Pact	
35	ANNEXURE “E” Manufacture / Producers Authorization Form	
36	ANNEXURE “F” Make in India Purchase Preference	
37	ANNEXURE “G” Guideline on Banning of Business Dealing	

Annexure-2
Bid Covering letter

Reference No:

Date:

To
Deputy General Manager
Central Bank of India,
Finance & Account Department,
Floor No.04, Chander Mukhi Building,
Nariman Point, Pin Code 400021

Dear Sir,

SUB: RFP for Supply, Customization, Installation and maintenance of Support Software for implementation of Goods and Service Tax (GST) in Central Bank of India and two sponsor RRBs.

Ref: CO:F&A:GST:2023-24:01 dated 19-04-2023

Having examined the tender document including all ANNEXURES the receipt of which is hereby duly acknowledged, we, the undersigned, offer for Supply, Customization, Installation and maintenance of Support Software for implementation of Goods and Service Tax (GST) in Central Bank of India in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

If our offer is accepted, we undertake to provide Technical consultancy / Service support / Guidance for the solution/software supplied as per the above referred RFP, during the contract period.

We agree to abide by this offer till 120 days from the date of last day of opening of commercial bid and for such further period as mutually agreed between the bank and successful bidder, and agreed to in writing by the bidder. We also agree to keep the Earnest Money Deposit/Bank Guarantee in lieu of EMD during the entire validity period of the tender. However if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD/invoke the Bank Guarantee in lieu of EMD, without reference to us. We agree to abide by and fulfill all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in tender.

We enclose a list of clients in India (giving their full addresses) where we have delivered Support Software for GST purpose. We accept all the Instructions, Technical Specifications, Terms and Conditions and Scope of Work of the subject RFP.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever.

Date

Signature with seal

Name :

Designation :

Annexure-3**Eligibility Criteria Declaration**

To
Deputy General Manager
Central Bank Of India,
Finance & Account Department,
Floor No.04, Chander Mukhi Building,
Nariman Point, Pin Code 400021

SUB: RFP for Supply, Customization, Installation and maintenance of Support Software for implementation of Goods and Service Tax (GST) in Central Bank of India and two sponsor RRBs.

Ref: CO:F&A:GST:2023-24:01 dated 19-04-2023

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Eligibility Criteria.

S.No.	Criteria	Supporting Documents	Compliance (Yes/ No)
	Bidder's Eligibility Criteria		
1	Make in India preference clause, Non- Class 1 and non- class 2 bidders are also eligible to participate. In case bids are received from Class 1 or Class 2 local suppliers, purchase preference will be given to such bidders in-line with Government of India guidelines. If Class 1 and Class-2 Bidders are not available, other bidders will be considered.	Required certificates as per eligibility should be submitted.	
2	If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority	Certified copy of the registration certificate	
3	The Bidder should be a registered company in India, registered under the Companies Act 1956 /2013 or Government Organization/ Public Sector Undertaking / LLP/ Partnership firm/ Private Sector Enterprise or a Limited Company under India	Certificate of Incorporation and MOA/AOA/ Partnership deed	

S.No.	Criteria	Supporting Documents	Compliance (Yes/ No)
	Laws or / and an autonomous Institution approved by Government of India		
4	Bidder should have an annual turnover of at-least INR 4 crores in the last three financial years (i.e. 2019-20, 2020-21 and 2021-22)	Copy of Audited Financial Statements (including Notes to Accounts)for the last three financial years (i.e. 2019-20, 2020-21 and 2021-22)	
5	The bidder should have a positive net worth in two years out of last three financial (i.e. 2019-20, 2020-21 and 2021-22).	Certificate from the company's auditors specifying the net worth for the last three financial years (i.e. 2019-20, 2020-21 and 2021-22). Please note that the CA certificate should be without any riders / qualifications.	
6	The bidder should be -profit-making company (Profit Before Tax) in two years out of last three financial years (i.e. 2019-20, 2020-21 and 2021-22). (Profits of only Standalone entity would be considered for evaluation)	Copy of Audited Financial Statements for the last three financial years (i.e. 2019-20, 2020-21 and 2021-22)	
7	At the time of bidding, the Bidder/OEM should not have been blacklisted/ debarred/ by any Government department /PSU /PSE/ or banks for any reason or non-implementation/ delivery of the order.	Self-declaration by the Authorized Signatory.	
8	Bidder should not have filed for bankruptcy in any country including India	Self-declaration by the Authorized Signatory	
9	Bidder must not be a NPA holder in any Bank/Financial Institution.	Self-declaration by the Authorized Signatory and latest corporate CIBIL report to be submitted.	
10	At the time of bidding the Bidder should not have any pending litigation against the Bank before any Court of Law.	Self-declaration by the Authorized Signatory	
11	The bidder should have their own support center in India for	Documentary evidence of support center and	

S.No.	Criteria	Supporting Documents	Compliance (Yes/ No)
	providing 24 x 7 telephonic technical support and assistance services for immediate response and faster call resolution. Bidder has to provide details of the same with bid submission.	resolution mechanism to be submitted.	
12	The Bidder should have experience in implementing / supporting well-established GST Solutions in at least one Scheduled Commercial Bank in India at the issuance date of RFP in India with at least 1000 branches.	Successful completion certificates or Credential Letters or Copy of Contract/Purchase order from the Bank	
13	OEM Experience	Successful completion certificates or Credential Letters or Copy of Contract/Purchase order from the Bank	

Photocopies of relevant documents/certificates, duly stamped and signed must be submitted as proof in support of the claims made. Implementation proofs from respective Banks/FIs may also be furnished. The Bank reserves the right to verify/evaluate the claims made by the bidder independently. The decision of the bank in this regard shall be final/conclusive and binding upon the bidder. Requirements mentioned above should be complied by the bidders /partners as applicable and relevant documents to be timely submitted for fulfillment of eligibility criteria failing which the Bid may be summarily rejected.

Non Refundable fee of Rs 2,500/- (Rupees Two Thousand Five Hundred only) including GST etc. by means of Demand Draft/NEFT, drawn in favour of CENTRAL BANK OF INDIA, payable at Mumbai to be submitted along with the Bid.

Rs 5,00,000/- (Rupees Five Lacs only). (EMD can be deposited by means of a Demand Draft/NEFT/Bank Guarantee, drawn in favour of CENTRAL BANK OF INDIA, payable at Mumbai to be submitted along with the RFP Bid.

We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection.

Date

Signature with seal

Name :

Designation :

ANNEXURE “4” BIDDERS PROFILE

Particulars to be provided by the bidder in the technical proposal. Tender Ref. No CO:F&A:GST:2023-24:01:

No	Particulars	Details to be furnished by the bidder
1	Name of the bidder (Company /firm/LLP)	
2	Year of establishment and constitution Certified copy of “Partnership Deed” or “Certificate of Incorporation” should be submitted as the case may be.	
3	Location of Registered office /Corporate office and address	
4	Mailing address of the bidder	
5	Names and designations of the persons authorized to sign the bid and make commitments to the Bank (Provide the Power of attorney/ supporting Documents)	
6	Telephone, Mobile and fax numbers of contact persons	
7	Email addresses of contact persons	
8	Description of business and business background Service Profile & client profile Domestic & International presence Alliance and joint ventures	
9	Gross revenue of the bidder (not of the group of companies) F-Y 2019-20 F-Y 2020-21 F-Y 2021-22	
10	Profit Before Tax of the bidder (not of the group) F-Y 2019-20 F-Y 2020-21 F-Y 2021-22 Documentary proofs are to be enclosed	
11	Profit After Tax of the bidder (not of the group) F-Y 2021-22	

No	Particulars	Details to be furnished by the bidder
12	Proof of GSP/ASP service provided in Schedule Commercial Bank	
13	Proof of successfully implementation of Comprehensive GST Solution in Schedule Commercial Bank.	

Declaration:

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

Place :

Date :

Seal & Signature of bidder's authorized person:

Name of Authorized person: -

Annexure-5**Details of Offices/ Branches /Service Centers**

SUB: RFP for Supply, Customization, Installation and maintenance of Support Software for implementation of Goods and Service Tax (GST) in Central Bank of India and two sponsor RRBs.

Ref: CO:F&A:GST:2023-24:01 dated 19-04-2023

Sr. No.	Place	Postal Address	Contact Details (including Name of In charge and his contact no. email, etc.)	Service Facilities Available (Describe)	No. of Engineers	Jurisdiction
1.						
2.						
3.						
....						
.....						

Date:

Signature with seal

Name:

Designation:

Annexure-6

Authorization Letter Format

[To be presented by the authorized person at the time of Bid Opening on the letter head of Bidder and should be signed by an Authorised Signatory with Name and Seal of the Company]

Ref No:

Date:

Deputy General Manager
Central Bank Of India,
Finance & Account Department,
Floor No.04, Chander Mukhi Building,
Nariman Point, Pin Code 400021

Dear Sir,

SUB: RFP for Supply, Customization, Installation and maintenance of Support Software for implementation of Goods and Service Tax (GST) in Central Bank of India and two sponsor RRBs.

Ref: CO:F&A:GST:2023-24:01 dated 19-04-2023

This has reference to your above RFP Mr. /Miss/Mrs. _____ is hereby authorized to attend the bid opening of the above RFP on _____ on behalf of our organization. The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

Annexure-7**Track Record of Past Implementation of Software in Banks in a centralized office and used by all branches**

SUB: RFP for Supply, Customization, Installation and maintenance of Support Software for implementation of Goods and Service Tax (GST) in Central Bank of India and two sponsor RRBs.

Ref: CO:F&A:GST:2023-24:01 dated 19-04-2023

Name of the Bidder_____

Sl. No.	Name of the Client/s where Software for have been Delivered	Contact Person's Name	Telephone No.	Address
1.				
2.				
3.				
4.				
...				
....				

(Enclose necessary documentary proof)

Date

Signature with seal

Name :

Designation :

ANNEXURE “8” NON-DISCLOSURE AGREEMENT

This Agreement made at _____, on this _____ day of _____ 2023.

BETWEEN

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

AND

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

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

WHEREAS:

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

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

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

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

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

2. **Non disclosure:** The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Nondisclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The

Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of nondisclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.

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

3. **Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.
4. **Term:** This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof. Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.
5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
6. **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.
7. **Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

- 8. Entire Agreement, Amendment, Assignment:** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
- 9. Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.
- 10. General:** The Receiving Party shall not reverse engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided “as is”. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.
- 11. Indemnity:** The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

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

For and on behalf of

Name of Authorized signatory:
Designation:

Witness

1. Signature

Full Name:

2. Signature

Full Name:

For and on behalf of

CENTRAL BANK OF INDIA

Name of Authorized signatory:
Designation:

Witness

1. Signature

Full Name

2. Signature

Full Name

Annexure-9**Technical Bid Covering Letter**

To
Deputy General Manager
Central Bank Of India,
Finance & Account Department,
Floor No.04, Chander Mukhi Building,
Nariman Point, Pin Code 400021

SUB: RFP for Supply, Customization, Installation and maintenance of Support Software for implementation of Goods and Service Tax (GST) in Central Bank of India and two sponsor RRBs.

Ref: CO:F&A:GST:2023-24:01 dated 19-04-2023

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

S. No.	Particulars	Details to be furnished by the Bidder
a.	Technical specification as per ANNEXURE-10	
b.	Name of the Bidder	
c.	E-mail address of contact persons	
d.	Details of: <ul style="list-style-type: none"> ➤ Description of business and business background ➤ Service profile & Client profile 	
e.	Approach and methodology for the proposed scope of work along with illustrative deliverables	
f.	Details of similar assignments executed by the bidder during the last three years in India (Name of the Government Organizations/Public Sector Banks and other Public Sector Units, time taken for execution of the assignments and documentary proof from the Government Organizations/Public Sector Banks and other Public Sector Units are to be furnished)	
g.	List of applicants major customers in last 5 years and details as below may be taken: <ul style="list-style-type: none"> ➤ Name and complete postal Address of the 	

	customer. ➤ Name, designation, Telephone , e-mails and address of the contact person(customer)	
h.	Details of inputs/requirements required by the bidder to execute this assignment	
i.	Conformity to the obtaining of various certificates/bench mark testing standards for the items quoted to meet the intent of the RFP	

Declaration:

- We confirm that we will abide by all the terms and conditions contained in the RFP.
- We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in shortlisting of bidders.
- All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
- We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.
- We are attaching herewith related information as stipulated i.e. cost of tender documents of Rs. 2500/- by way of NEFT/Demand Draft No.....dated.....in favor of Central Bank of India payable at Mumbai, EMD (Earnest Money Deposit) of Rs. 5,00,000/- by way of NEFT/RTGS/Demand Draft No.....dated.....in favor of Central Bank of India payable at Mumbai or Bank Guarantee No. for Rs. 5,00,000/- in favor of Central Bank of India issued by-----
-- with expiry date.....as per Annexure I. Following Annexure to be enclosed while submission of Technical Bid from Annexure 2 to 19 and Annexure A to G.

Date

Signature with seal

Name :

Designation :

Annexure-10

Undertaking of Authenticity for Software

SUB: RFP for Supply, Customization, Installation and maintenance of Support Software for implementation of Goods and Service Tax (GST) in Central Bank of India and two sponsor RRBs.

Ref: CO:F&A:GST:2023-24:01 dated 19-04-2023

We hereby undertake that all the components/parts/assembly/software's used in the Software for Goods and Service Tax(GST) under the above shall be original new components /parts /assembly /software only from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system/Software if asked for by you in the purchase order the same shall be supplied along with the authorized license certificate (e.g. Product Keys on Certification of Authenticity in case of Microsoft Window Operating System/Software) and also that it shall be sourced from the authorized source (e.g. Authorised Microsoft Channel in case of Microsoft Operating System).

We conform that the software is free from bugs, malware, covert channels in code etc.

In case of default and we are unable to comply with the above at the time of delivery or during installation, for the IT Software already billed, we agree to take back the Software for Goods and Service Tax(GST) without demur, if already supplied and return the money if any paid to us by you in this regard.

Date

Signature with seal

Name :

Designation :

ANNEXURE “11” COMPLIANCE CERTIFICATE

To,

Date:

Deputy General Manager
Central Bank of India,
Finance & Account Department,
Floor No.04, Chander Mukhi Building,
Nariman Point, Pin Code 400021

Dear Sir,

Ref: Central Bank of India Tender No. CO:F&A:GST:2023-24:01 dated 19-04-2023

1. Having examined the Tender Documents including all annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide the **Supply, Installation Support, and Maintenance of Server, Storage equipment, OS, Other components for Support Software for implementation of Goods and Service Tax (GST)** in conformity with the said Tender Documents and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. We confirm that this offer is valid for 120 days from the last date for submission of Tender Documents to the Bank.
3. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
4. We undertake that 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”.
5. We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive.
6. An assignment granted to us by any bank/institute/regularity/statutory authority has not been withdrawn for unsatisfactory performance.
7. We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

Compliance	Compliance (Yes / No)	Remarks / Deviations
Terms and Conditions		
Functional Requirement for Software for Government Business		
Scope of Work		

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

Signed

Seal & Signature of the bidder

Phone No.:

Fax:

Email:

ANNEXURE “12” Undertaking Letter

Performa of letter to be given by all the Bidders participating in the Supply, Customization, Installation Implementation of Support Software for Goods and Service Tax (GST) In CENTRAL BANK OF INDIA and Two Sponsored RRBs RFP on their official letter-head

Date:

To
Deputy General Manager
Central Bank of India,
Finance & Account Department,
Floor No.04, Chander Mukhi Building,
Nariman Point, Pin Code 400021

Sir,

Sub: Supply, Customization, Installation and maintenance of Support Software for implementation of Goods and Service Tax (GST) in Central Bank of India

Undertaking (To be submitted by all Bidder’s on their letter head)

We _____(bidder name), hereby undertake that-

- We have not been blacklisted by the Government Authority or Public Sector Undertaking (PSUs) in India or any Financial Institution in India as on date of submission of response.
- We also undertake that, as on date of submission of response no legal case is pending against firm that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.
- We also confirm that we are not a NPA holder in any Bank / Financial Institution and also submitted the latest Corporate CIBIL report.
- We understand that Bank shall be placing Order to the Selected Bidder exclusive of taxes only.
- We also confirm that we have quoted the Goods/Service Component with percentage of GST. The Good/Service Component is limited to 100% of the Cost Price.
- We agree to the payment schedule as per “Payment Terms” of the RFP.

Yours faithfully,

Authorised Signatory
Designation
Bidder corporate name

Annexure-13**Escalation Matrix**

To

Deputy General Manager
Central Bank Of India,
Finance & Account Department,
Floor No.04, Chander Mukhi Building,
Nariman Point, Pin Code 400021

SUB: RFP for Supply, Customization, Installation Implementation of Support Software for Goods and Service Tax (GST) In CENTRAL BANK OF INDIA and two sponsored RRBs .

Ref: CO:F&A:GST:2023-24:01 dated 19-04-2023

Name of the Company:

Delivery Related Issues:

Sl. No.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email address
a.		First Level Contact					
b.		Second level contact (If response not received in 24 Hours)					
c.		Regional/Zonal Head (If response not received in 48 Hours)					
d.		Country Head (If response not received in One week)					
e.		Order to be placed on					

Service Related Issues:

Sl. No.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email address
f.		First Level Contact					
g.		Second level contact (If response not received in 4 Hours)					
h.		Regional/Zonal Head (If response not received in 24 Hours)					
i.		Country Head (If response not received in 48 Hours)					

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

Date

Signature with seal

Name :

Designation :

ANNEXURE 14
CONFORMITY LETTER

Performa of letter to be given by all the Bidders participating in the Supply, Customization, Installation Implementation of Support Software for Goods and Service Tax (GST) In CENTRAL BANK OF INDIA and Two Sponsored RRBs RFP on their official letter-head

To
Deputy General Manager
Central Bank of India,
Finance & Account Department,
Floor No.04, Chander Mukhi Building,
Nariman Point, Pin Code 400021

Date:

Sir,

Sub: Supply, Customization, Installation Implementation of Support Software for Goods and Service Tax (GST) In CENTRAL BANK OF INDIA and two Sponsored RRBs RFP

Ref: CO:F&A:GST:2023-24:01 dated 19-04-2023

Further to our proposal dated 19-04-2023, in response to the RFP document (hereinafter referred to as “**RFP DOCUMENT**”) 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 document (including scope of work) and the related addendums and other documents including the changes made to the original tender documents issued by the Bank,

Yours faithfully,

Authorised Signatory
Designation
Vendor's corporate name

ANNEXURE “15” Commercial Bid Format

(COVERING LETTER FOR COMMERCIAL BID)

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

Reference No :

Date :

To
Deputy General Manager
Central Bank Of India,
Finance & Account Department,
Floor No.04, Chander Mukhi Building,
Nariman Point, Pin Code 400021

Dear Sir,

SUB: RFP for Supply, Customization, Installation and maintenance of Support Software for implementation of Goods and Service Tax (GST) in Central Bank of India.

Ref: CO:F&A:GST:2023-24:01 dated 19-04-2023

We thank you for providing us an opportunity to participate in the subject RFP. Please find our commercial offer as per Annexure-16-Bill of Material for the subject RFP along with this covering letter.

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

Date Signature with seal

Name :

Designation :

ANNEXURE “16” BILL OF MATERIAL**BILL OF MATERIAL FOR COMMERCIAL BID**

SUB: RFP for Supply, Customization, Installation and maintenance of Support Software for implementation of Goods and Service Tax (GST) in Central Bank of India and two RRBs price for the products/items to meet technical requirements specified in the RFP:

A). FOR CENTRAL BANK OF INDIA

Sr.No.	Item Description	Specification / Make	Qty	Unit Cost (Rs.)	Total Cost for six years (Rs.)
1	Application License Cost	Perpetual	1		
2	Implementation Cost	One time	1		
3	Database cost if other than Oracle	Including Support	1		
4	Oracle Support	License will be provided by Bank	1		
5*	Resource Cost per month	On site (Minimum L2)	1		
6	Man Day Charges for CR	For calculation purpose, give cost for 50 Man Days	50		
7	GSP (GST Suvidha Provider)	Yearly cost	1		
8	Any other Cost				
	TOTAL (i)				
*. For example, if cost of one resource is Rs.10,000 per month, unit cost will be 20,000 and Total cost will be 20,000 X 72 = 14,40,000/-					
ATS Cost After One Year					
1	Year Two	N/A			
2	Year Three	N/A			
3	Year Four	N/A			

4	Year Five	N/A			
5	Year Six	N/A			
Total (ii)					
Total (A) = (i) + (ii)					

B). For Two Sponsored RRBs

Sr. No.	Item Description	Specification / Make	Qty	Unit Cost (Rs.)	Total Cost for six years (Rs.)
1	Application License Cost	Perpetual	1		
2	Implementation Cost	One time	1		
3	Database cost if other than Oracle	Including Support	1		
4	Oracle Support	License will be provided by Bank	1		
5*	Resource Cost per month	On site (Minimum L2)	1		
6	Man Day Charges for CR	For calculation purpose, give cost for 50 Man Days	50		
7	Any other Cost				
	TOTAL (i)				
*. For example, if cost of one resource is Rs.10,000 per month, unit cost will be 20,000 and Total cost will be 20,000 X 72 = 14,40,000/-					
ATS Cost After One Year					
1	Year Two	N/A			
2	Year Three	N/A			
3	Year Four	N/A			
4	Year Five	N/A			
5	Year Six	N/A			

Total (ii)	
Total (B) = (i) + (ii)	
TCO(CBol and Two Sponsored RRBs) C = (A) + (B)	

Note 1: Any other equipment / components required for successful implementation should be provided by the bidder. The cost (if any) of the same should be mentioned with details in the above commercial bid as part of TCO.

Note 2: Human resources will be shared for CBol and RRBs. Hence no extra cost shall be factored for RRBs separately

Note 3: Since Financial approvals are separately obtained from CBol and RRBs, Purchase order will be issued by CBol and RRBs individually. Also separate invoices to be raised for CBol and two sponsored RRBs. Further details will be shared with successful bidder.

Declaration:

- Bill of material is submitted on the letter head and is signed by an Authorized Signatory with Name and Seal of the Company.
- We confirm that we have gone through RFP clauses, subsequent amendments and replies to prebid queries (if any) and abide by the same.
- We have not changed the structure of the format nor added any extra items. We note that any such alternation will lead to rejection of Bid.
- We agree that no counter condition/assumption in response to commercial bid will be accepted by the Bank. Bank has a right to reject such bid.
- If the deliverable product mentioned above has both VAT and Service Tax, the bidder has to indicate the Goods component with percentage of VAT and Service Component with service Tax. The Goods Component + Service Component should be limited to 100% of the Cost Price. For example, if Goods Component is 60% then, the Service Component cannot be more than 40%.
- We are agreeable to the payment schedule as per "Payment Terms" of the RFP.

Date

Signature with seal

Name :

Designation

ANNEXURE-17
PROCESS OF TECHNICAL EVALUATION

RFP Number **CO:F&A:GST:2023-24:01** dated **19-04-2023**
Evaluation of Technical Bid

Sr. No.	Parameters		Weightage of Marks	Marks Obtained
A)	GST Solution PARAMETERS		70	
1	Standing of the company/Firm /LLP as on 31/03/2023		10	
	10 years and above	10		
	More than 7 ; but < 10 years	7		
	More than 5; but < 7 years	5		
2	Bidder Should have Registered office and full-fledged support team in Mumbai		5	
3.	Bidder Should have provided the GSP/ASP (services in Schedule commercial banks		10	
4.	The Bidder should have successfully implemented Comprehensive GST Solution in schedule Commercial Bank		15	
	3 or more Banks	15		
	At least 2 Banks	10		
	At least 1 One Bank	5		
5.	The Bidder should have successfully implemented Reconciliation software of ITC with 2A/2B as on issuance of RFP date in schedule commercial banks		10	
	3 or more than three Banks	10		
	At least 2 Banks	7		
	At least 1 One Bank	5		
6.	Minimum Turnover in the last FY 2021-22		10	
	More than Rs 15 crore	10		
	More than Rs 10 crore to up to 15 Crore	7		
	More Than Rs 5 crore to up to 10 Crore	5		
7.	Net Profit (Profit After Tax) in the last Fin FY 2021-22		10	

	TOTAL PART 1 (A)		70	
--	-------------------------	--	----	--

The qualifying marks are 70% out of above criteria. The qualified bidders shall be called for making Presentation to the Committee in terms of RFP

	Part-11		Shall be evaluated by the committee identified for this purpose.	
B)	PRESENTATION/ DEMONSTRATION OF PRODUCT MODULES	30		
	TOTAL (A+B)	100		

(ANNEXURE- 18)

LETTER FOR REFUND OF EMD

Date : _____ (DD/MM/YY)

To

The Assistant General Manager-GST CELL,

4th Floor, Chandermukhi Building,

Central Office,

Nariman Point

Mumbai – 400021 (Maharashtra)

Dear Sir,

Reference: RFP for Supply, Customization, Installation and maintenance of Support Software for implementation of Goods and Service Tax (GST) in Central Bank of India and two sponsor RRBs.

We _____ (Company Name) had participated in the RFP for Supply, Customization, Installation and maintenance of Support Software for implementation of Goods and Service Tax (GST) in Central Bank of India and two sponsor RRBs.

Or

We _____ (Company Name) had participated in the RFP for Supply, Customization, Installation and maintenance of Support Software for implementation of Goods and Service Tax (GST) in Central Bank of India and two sponsor RRBs and are successful bidder and we had submitted all the legal Documents.

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

Sr.No.	Bidder Name	BG No. /DD Number	Drawn on(Bank Name)	Amount Rs.

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

1.	Name of the Bank with Branch	
2.	Account Type	
3.	Account Title	
4.	Account Number	
5.	IFSC Code	
6.	PAN no.	
7.	GST No:	

Signature: Name:

Designation:

Company Seal

(ANNEXURE – 19)

FORMAT OF POWER-OF-ATTORNEY

(On Stamp Paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, we M/s,.....(name of the Bidder and its address) do hereby appoint and authorize Shri..... (full name and residential address) who is presently employed with us and holding the position of.....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for, in response to the RFP (Request for Proposal) floated by Central Bank Of India (hereinafter referred to as Central Bank), including signing and submission of all documents and providing information/responses to Central Bank of India in all matters in connection with our Bid.

We hereby agree, declare and undertake that all the acts, deeds and things lawfully done by our said attorney shall be construed as acts, deeds and things done, performed and executed by us and we hereby agree to ratify and confirm all acts, deeds and things lawfully done by our said attorney pursuant to this irrevocable Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____ 2023

For or on behalf of M/s _____

(Authorised Signatory)

(Name, Designation and Address)

Accepted

(Authorised Signatory)

(Name, Title and Address of the Attorney)

Date:

Witnesses:

1) (Name, Signature & Address)	2) (Name, Signature & Address)
---------------------------------------	---------------------------------------

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder. In case the Application is signed by an authorized Director / Partner, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

ANNEXURE A
FORMAT FOR BID SECURITY (EMD)/BANK GURANTEE

To,
Deputy General Manager
Central Bank Of India,
Finance & Account Department,
Floor No.04, Chander Mukhi Building,
Nariman Point, Pin Code 400021

Dear Sir,

In response to your invitation to respond to your RFP for Supply, Customization, Installation Implementation of Support Software for Goods and Service Tax (GST) In CENTRAL BANK OF INDIA and two sponsored RRBs and , M/s _____ having their registered office at _____ (hereinafter called the Bidder“) wishes to respond to the said Request for Proposal (RFP) and submit the proposal Implementation of _____ as listed in the RFP document.

Whereas the “Bidder” has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of Rs (RupeesOnly) as bid security as required to be submitted by the, Bidder” as a condition for participation in the said process of RFP.

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

1. If the Bidder withdraws his proposal during the period of the proposal validity; or
2. If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently. We undertake to pay immediately on demand to Central Bank of India the said amount of Rupeeswithout any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by Central Bank of India which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed Rs (Rupees Only)
2. This Bank guarantee will be valid upto _____; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before _____.

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

Yours faithfully,

For and on behalf of _____

Bank Authorised Official

ANNEXURE B

PROFORMA FOR PERFORMANCE BANK GUARANTEE

PERFORMANCE BANK GUARANTEE

To,

_____,

In consideration of M/s Central Bank of India having Head Office at Chander mukhi, Nariman Point, Mumbai 400 021 (hereinafter referred to as “Purchaser”) having agreed for Supply, Customization, Installation Implementation of Support Software for Goods and Service Tax (GST) In CENTRAL BANK OF INDIA and two sponsored RRBs Users, from M/s _____ (hereinafter referred to as “Bidder”) on the terms and conditions contained in their purchase order No. _____ dt. _____ (hereinafter referred to as the “Contract”), we _____ (Bank) (hereinafter called “the Bank”) having its Head Office at _____ and a branch interalia at _____, at the request of the bidder, do hereby guarantee and undertake to pay without demur to the purchaser, forthwith on mere demand, at any time up to _____ any money or moneys not exceeding a total sum of Rs. _____ (Rupees _____ only) as may be claimed by the purchaser to be due from the bidder by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of failure of components as per the terms and conditions of the contract.

- 1) Notwithstanding anything to the contrary, the decision of the purchaser as to whether bidder has failed as per the said contract, and also as to whether the bidder has failed to maintain the deliverables and timelines as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the bidder. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
- 2) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the bidder and accordingly discharges the Guarantee.
- 3) In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

- 4) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the bidder from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the bidder and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the bidder for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.
- 5) The Guarantee shall not be affected by any change in the constitution of the bidder or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption but will enure for and be available to and enforceable by the absorbing or amalgamated company or concern.
- 6) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other banks) on behalf of the bidder heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing uncanceled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the bidder heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.
- 7) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax or registered post to our local address as mentioned in this guarantee.
- 8) Notwithstanding anything contained herein:
 - i) Our liability under this Bank Guarantee shall not exceed. _____ (Rupees _____ only);
 - ii) This Bank Guarantee shall be valid up to _____; and
 - iii) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee).
- 9) The Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Date : this _____ day of _____ 2023 at _____

For and on behalf of _____ Bank

sd/ _____

ANNEXURE-C

Format for Sending Pre-Bid Queries

Sr. No.	Page No. of RFP	Clause No.	RFP Clause	Bidder's Query
1.				
2.				
3.				
....				
....				

ANNEXURE “D” INTEGRITY PACT

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

And

..... hereinafter referred to as “**The Bidder/ Contractor**”

Preamble

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

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

Section 1 – Commitments of the Principal

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

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

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

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

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

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

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

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

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

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

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

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at (page nos. 6-7) e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is attached as annexure-G

Section 4 – Compensation for Damages

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

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the

Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

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

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

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

(1) The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 – Independent External Monitor / Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Managing Director, CENTRAL BANK OF INDIA.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Managing Director, CENTRAL BANK OF INDIA within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Managing Director CENTRAL BANK OF INDIA, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Managing Director CENTRAL BANK OF INDIA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word „**Monitor**“ would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman & Managing Director of CENTRAL BANK OF INDIA.

Section 10 – Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.”

(For & On behalf of the Principal)

(Office Seal)
Place -----
Date -----

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

(For & On behalf of Bidder/Contractor)

(Office Seal)

--

10)

11)

12)

13)

14)

15)

16)

17)

i)

ii)

iii)

18)

ANNEXURE “E”
MANUFACTURERS’/ PRODUCERS’/AUTHORIZATION FORM

(Note: This letter of authority should be on the letter head of all the original equipment manufacturers and should be signed by a person competent and having the power of attorney to bind the manufacturer.)

To
Deputy General Manager
Central Bank of India,
Finance & Account Department,
Floor No.04, Chander Mukhi Building,
Nariman Point, Pin Code 400021

Dear Sirs,

REF: PROCUREMENT OF “SUPPLY, CUSTOMIZATION, INSTALLATION IMPLEMENTATION OF SUPPORT SOFTWARE FOR GOODS AND SERVICE TAX (GST) IN CENTRAL BANK OF INDIA AND TWO SPONSORED RRBs

We, who are established and reputable manufacturers/producers of _____ having factories /development facilities at (address of factory / facility) do hereby authorize M/s____ (Name and address of Agent) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Bidder:

- a) Such Products as the Bank may opt to purchase from the Bidder, provided, that this options shall not relieve the Bidder of any warranty obligations under the Contract ; and
- b) In the event of termination of production of such Products:
 - i. Advance notification to the Bank of the pending termination, sufficient time to permit the Bank to procure needed requirements; and
 - ii. Following such termination, furnishing at no cost to the Bank, the blue prints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested

We duly authorize Ms _____ to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name of Authorized Signatory)

(Designation)

Date

(Name of Manufacturer)

ANNEXURE – F
MAKE IN INDIA PURCHASE PREFERENCE

<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,

Dear Sir,

Ref : Central Bank of India Tender No. CO:F&A:GST:2023-24:01 dated 19-04-2023

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 dated 15-6-2017 as revised on 16-9-2020, referred to hereinabove.

Signature of Statutory Auditor

Cost Auditor

Name/Company

Registration Number

Seal

Counter-signed:

Bidder

OEM

Name & Signature of authorised signatory

Name & Signature of authorised signatory

(In the capacity of)

(In the capacity of)

Duly authorized to sign bid

Duly authorized to sign for and on behalf of OEM
(supported by Board Resolution/POA)

ANNEXURE “G” GUIDELINES ON BANNING OF BUSINESS DEALING**Sr. CONTENTS**

1. INTRODCUTION
2. SCOPE
3. DEFINITIONS
4. INITIATION OF BANNING / SUSPENSION
5. SUSPENSION OF BUSINESS DEALING
6. GROUND ON WHICH BANNING OF BUSINESS DELINGS CAN BE INITIATED
7. BANNING OF BUSINESS DEALINGS
8. REMOVAL FROM LIST OF APPROVED AGENCIES –SUPPLIERS/CONTRACTORS
9. SHOW-CAUSE NOTICE
10. APPEAL AGAINST THE COMPETENT AUTHORITY
11. REVIEW OF THE DECEISION BY THE COMPETENT AUTHTHOTIY
12. CIRCUALTION OF NAMES OF AGENCIES WITH WHOM BUSINESS DEALINGS HAVE BEEN BANNED

1. Introduction

1.1 Central Bank of India, being a Public Sector Enterprise and ‘State’, within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. CENTRAL BANK OF INDIA has also to safeguard its commercial interests. CENTRAL BANK OF INDIA deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of CENTRAL BANK OF INDIA to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on CENTRAL BANK OF INDIA to observe principles of natural justice before banning the business dealings with any Agency.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

2.1 The General Conditions of Contract (GCC) of CENTRAL BANK OF INDIA generally provide that CENTRAL BANK OF INDIA reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct

and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.

2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.

2.3 However, absence of such a clause does not in any way restrict the right of Bank (CENTRAL BANK OF INDIA) to take action / decision under these guidelines in appropriate cases.

2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.5 These guidelines apply to all the Units and subsidiaries of CENTRAL BANK OF INDIA.

2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.

2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

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

Bidder / Tenderer' in the context of these guidelines is indicated as

'Agency'.

ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:

a) If one is a subsidiary of the other.

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

c) If management is common;

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

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

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

b) For banning of business dealings with Foreign Suppliers of imported goods, CENTRAL BANK OF INDIA Executive Directors“ Committee (EDC) shall be the „Competent Authority“. The Appeal

against the Order passed by EDC, shall lie with Chairman & Managing Director, as First Appellate Authority.

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

d) For Zonal Offices only

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

e) For Corporate Office only

For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Head of GAD shall be the

Competent Authority" and concerned Executive Director (GAD) shall be the "Appellate Authority".

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

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

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

4. Initiation of Banning / Suspension

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

5. Suspension of Business Dealings

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

Department may ensure that their investigation is completed and whole process of final order is over within such period.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.13 Continued poor performance of the Agency in several contracts;

6.14 If the Agency misuses the premises or facilities of the Bank (CENTRAL BANK OF INDIA), forcefully occupies, tampers or damages the Bank's properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7 Banning of Business Dealings

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

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

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

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

After considering the reply of the Agency and other circumstances and facts of the case, ED (GAD) will submit the case to the Competent Authority to take a final decision for Bank-wide banning or otherwise.

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

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

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

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

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

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

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

9 Show-cause Notice

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

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

9.3 The Competent Authority may consider and pass an appropriate speaking order:

- a) For exonerating the Agency if the charges are not established;
- b) For removing the Agency from the list of approved Suppliers / Contractors, etc.
- c) For banning the business dealing with the Agency.

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

10 Appeal against the Decision of the Competent Authority

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

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

11 Review of the Decision by the Competent Authority

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

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

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

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

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

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

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