



RFP FOR IDENTIFICATION OF SERVICE PROVIDER FOR PROVIDING E-PROCUREMENT SERVICE

Central Bank of India
Department of Information Technology
Plat no.26, Sector-11
Opp CBD Belapur Railway Station
CBD Belapur
Navi Mumbai - 400 614

Tender No CO:DIT:PUR:2024-25:408

31st July 2024

INDEX

S N	Particulars	Page No
1	Introduction	4
2	Objectives of the RFP	4
3	Schedule of Events	4
4	Disclaimer	5
5	Invitation of Tender Bids	5
6	Eligibility Criteria	6
7	Broad Scope of Work	6
8	Documents establishing Bidder's Qualification	10
9	Documents establishing" Eligibility and Conformity to Tender Document	10
10	Contract Period	10
11	Instructions for Bid Submission	10
12	Bid Security	12
13	Performance Bank Guarantee (PBG)	13
14	Non-Disclosure Agreement	13
15	Service Level Agreement	13
16	Period of Validity of Bids	13
17	Amendment of Bidding Documents	13
18	Authorization to Bid	13
19	RFP Clarifications	14
20	Deadline for Submission of Bids	15
21	Tender Opening	15
22	Evaluation of Technical Bids	15
23	Presentation	15
24	Commercial Bid Evaluation	13
25	Award of contract	16
26	Goods and Services Taxes (GST) and its Compliance	16
27	Taxes/Levies by local / Govt/ Statutory/Autonomous Authorities	16
28	Notification of Award	17
29	Payment Terms	17
30	Penalty	17
31	Standards	17
32	Patent Rights	17
33	Change Orders	17
34	Liquidated Damages	17
35	Blacklisting	18
36	Independent Contractor	18

37	Indemnity	18
38	Assignment	21
39	Bidder's Liability	21
40	Information Ownership	22
41	Inspection, Audit, Monitoring & Visitations	22
42	Force Majeure	24
43	Termination	24
44	Exit Option and contract Re-negotiation	26
45	Confidentiality	27
46	Compliance with Laws	29
47	Intellectual Property Rights	30
48	Violation of Terms	31
49	Resolution of Disputes and Remedies	31
50	Privacy and Security Safeguards	32
51	Governing Law and Jurisdiction	32
52	Statutory and Regulatory Requirements	32
53	Corrupt and Fraudulent Practices	33
54	Publicity	33
55	Agreement and Amendments	33
56	Survival and Severability	33
57	Integrity Pact	34
58	Bidder's Integrity and Obligation	35
59	Applicable Law	36
60	Annexure A-Bid Authorisation Letter	37
61	Annexure B-Bidder's Profile	38
62	Annexure C- Eligibility & Other Requirements	39
63	Annexure D- Specifications/Requirements	43
64	Annexure E-Letter of Acceptance	53
65	Annexure F- Commercial Bid	55
66	Annexure G-Declaration/Undertaking Land Border Clause	56
67	Annexure H- Undertaking	59
68	Annexure I- Performance Bank Guarantee	60
68	Annexure J-Non Disclosure Agreement	63
67	Annexure K- Pre contract Integrity Pact	67
68	Annexure L- Undertaking- Infrastructure, Access control etc	76

1. Introduction

Central Bank of India, hereinafter referred to as the “Bank”, established in 1911, was nationalized in the year 1969 and today is a leading public sector Bank listed in BSE/NSE. The organizational structure of the Bank consists of four tiers as Central Office (CO), Zonal Offices (ZO), Regional Office (RO) and Branches. CO, consisting of various functional departments deals with mainly policy formulation, setting of targets and monitoring of performance. The Bank has set up 10 ZOs to exercise immediate supervision and control over the 90 Regional Offices, which in turn supervise the branches under their jurisdiction. The Bank has a Network of 4500+ branches spread across the length and breadth of the country with presence in all the States and Union Territories. The Bank has also established its Wide Area Network at 4500+ locations all over India covering administrative and branch offices and is planning to enlarge it during the current year. The Bank has, also, specialized branches catering to the specific needs of retail customers, industrial units, corporate clients, forex dealers, exporters and importers, small scale industries and agricultural sector. The bank has its Information Technology Department at CBD Belapur, Navi Mumbai.

2. Objectives of the RFP

Central Bank of India (hereinafter called as “Bank” or “the Bank”) invites proposal from experienced, reputed and eligible entities (hereinafter referred to as “Respondent” or “Bidder” or “Vendor”) for shortlisting of service providers for availing Online e Tendering/e Procurement Services. The Bank also wants to use the service providers’ infrastructure viz., Web portal, Hardware, Software, Connectivity, Training and other Services for managing and conducting the e-procurement & e-auction events. The Service Provider should act as a System Integrator for providing solution for the Bank’s e-procurements & e-Auction, included but not limited to design and host fully secured Internet web based interface in India for conducting e-procurements & e-Auction events on behalf of the Bank and as per the Bank’s requirements. Bank has the sole discretion to conduct the e-procurements & e-Auction events for its sell & procurements. Offers are invited from reputed bidders for Identification of application services providers for e-procurement & e-auction services on rate contract basis.

3. Schedule of Events

SN	Event Name	Remark
1	Name of RFP	Identification of Service providers for providing E-Procurement Services
2	Date of Issue of RFP	31.07.2024
3	Cost of RFP – non refundable	2,000/- including Tax (Exempted for MSME (Micro & Small), on production of valid certificate)
4	EMD	50,000/- (Exempted for MSME (Micro & Small) on production of valid certificate)
5	Last date for receipt of Queries	05.08.2024; up to 15:00 hours
6	Date & time of pre-bid meeting	06.08.2024; 15:00 hours Pre bid meeting will be held online through Bank’s Online Meeting Platform
7	Last date & time of submission of bids	20.08.2024; 15:00 hours
8	Address for submission of Sealed bids	Central Bank of India DIT, Ground Floor (Drop Box), Plot No 26, Sector 11, CBD Belapur, ,Navi Mumbai -400614

9	Date & Time for Technical bid opening	20.08.2024; 15:30 hours
10	Date & Time for Presentation	Will be informed Later
11	Venue for pre-bid meeting, opening of bids and Presentation.	Central Bank of India DIT, Plot No 26, Sector 11, CBD Belapur, Navi Mumbai – 400614 Phone 022-67123585, 67123669
12	Mail ID for correspondence	smitpurchase@centralbank.co.in; purcppco@centralbank.co.in

4. Disclaimer

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

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of Central Bank of India with the Bidder. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Central Bank of India makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Central Bank of India may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

5. Invitation for Bids

This RFP is an invitation for bidder responses. No contractual obligation on behalf of the Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed & executed by duly authorized officers of the Bank and the successful bidder. However, until a formal contract is prepared and executed, this offer together with Bank's written acceptance & notification of award shall constitute a binding contract with the successful bidder.

Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the RFP document. Failure to furnish any information required by the RFP document or to submit a bid not substantially responsive to the RFP document in every respect will be at the Bidder's risk and shall result in the rejection of its bid. The procedure and terms & conditions for submission of bid are enumerated in this RFP.

All offers of the bidders shall be unconditional and once accepted whether with or without modifications by the Bank shall be binding on the Bidder.

The document may be obtained from the Bank at the address mentioned above or can be downloaded from Bank's Website www.centralbankofindia.co.in or govt. of India Central Public Procurement Portal www.eprocure.gov.in.

6. Eligibility Criteria

Only those Bidders who fulfil the eligibility criteria, Specifications as per Annexure – C & D to respond to the RFP. Supporting documents are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfil any of the eligibility criteria as above are liable to be rejected.

The Bank reserves the right to verify/evaluate the claims made by the vendor independently. Any misrepresentation will entail rejection of the offer.

7. Broad Scope of Work

The scope of work shall cover enabling of hosted solution for e-procurements/Reverse & Forward Auctions of any Product, Services or Goods for the Bank.

7.1. Bidder should have their own Hardware, Software, Database, connectivity and expertise in conducting e-Tendering (e-Procurement, Reverse Auction, Forward Auction) events online, stationed in India.

7.2. Bidder should ensure the existence of adequate and secure infrastructure including firewall, intrusion detection, Prevention systems etc. The system shall be scalable and shall permit expansion of both the capacity and functionality.

7.3. The system should ensure that the functionality of right button of the mouse is inactive and source code is not visible.

7.4. The bidder will also provide the details regarding the redundancy available at their primary site in case of any eventuality.

7.5. The system should support a minimum of 256_bit encryption for sensitive data and information while in transfer. Data should be encrypted and stored in secured format. Within 10 days of completion of every quarter, the data pertaining to Bank shall be submitted in a separate CD. Further, bidder has to provide data pertaining to all the events conducted on the website during contract period to the Bank at least 7 days prior to end of the contract period.

7.6. The system should cover full life cycle of purchase / sale (From floating of tender to finalization of L1/H1 Vendor for procurement/ sale of goods/services for Bank) in respect of e Tendering/Reverse/Forward Auctions.

7.7. Bidder shall customize the software suitable for Bank's Technical and Functional Requirements and shall make the Application ready for the live online e-tender events within 30 days of acceptance of the Letter of intent (LOI)/Purchase order.

7.8. It is estimated that BANK will undertake about 50 events (e-Procurement/ Reverse Auction/Forward Auction) every year after awarding the contract to the successful bidder. However, Bank cannot assure the minimum number of events.

7.9 The vendor should be able to provide solutions i.e. e-Procurement, Reverse Auction & Forward Auction separately without dependency on one another. Bank may utilize one or all solutions as per requirement.

7.10. The selected Bidder shall appoint a single point of contact with whom BANK will deal for any activity pertaining to the requirements.

7.11. The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the tender document.

7.12. Proposed Solution should be STQC Certified and compliant with Information Technology Act 2000, CVC guidelines and other guidelines issued by regulatory authorities in respect of e-Auction, e-procurement/Reverse Auction/Forward Auction.

7.13 The vendor should comply with guidelines of IT Act (including amendments)/CVC/MeitY/GFR/Guidelines for Compliance to Quality requirements of e Procurement Systems (GCQE) or any other guideline of GOI or any regulatory authorities in respect of E-procurement, issued from time to time.

7.14. The vendors must have their own e-procurement system, software and services AUDITED by STQC with valid certification on the date of bid submission whereby compliance to 'Guidelines for compliance to Quality requirement of e-Procurement System' dated 31st August 2011 of Department of Information Technology (DIT), Ministry of Communications & Information Technology of India is ensured.

7.15. Bidder should provide training to all participating bidders in online bidding as well as on comprehensive use of online bidding tool and obtain confirmation to this effect from them and provide dedicated Help-line during Events. The bidder should note that no additional charges are payable for training the participating bidders for every event.

7.16. The bidder shall also provide Training to Bank's Procurement Team (Minimum of 10) on administering, monitoring, supervising and usage of the e-procurement solution by conducting a mock event without any cost to the Bank.

7.17. The Authorised officials of the Bank should be able to view the online Reverse/Forward Auction activity, generate all the essential reports required for analysis of the online bidding as well as historical data comprising of Bid history, suppliers login data, compliance statement, online bidding summary and price breakups etc. In case of dispute in e-procurement and e-auction (forward/reverse auction), bidder has to provide all the required information/data/log reports/audit trails and all other relevant information of the event.

7.18. Support and Help desk services on connectivity & other technical issues should be available while conducting the on-line tender events.

7.19. The Bidder will have to provide Services of e Tendering, Reverse/Forward Auction to all the offices/branches of Central Bank of India also, as and when required, at the same agreed rates and terms and conditions,

7.20. The bidder should have in place a documented quality and audit process. A copy of the same shall be made available along with the technical bids. The bidder should close all VAPT & allow access to audit team.

7.21. The offered Application should have flexibility to allow Bank to add multiple Line items for bidding/auction, depending on the type of procurement.

7.22. Bidders participating in tenders shall be given system generated user ids and passwords. The bidders should be able to log in to the system from anywhere via internet and submit their responses/bids. In case of Reverse Auction, only the lowest bid at the particular moment will be displayed on the screens of all the participants during the auction process. A bidder participant should not be able to see other participants' bid. The final results will be based on the lowest price amongst all the bidders.

7.23. Bidder shall comply with the Bank's internal audit (including IS Audit) requirements as well as third- party external auditors for conducting periodical audit. Bidder should carry out patch management activities, including Operating System (OS) hardening for the infrastructure deployed as well as changes required in hardware and software at their end for closure of VAPT & Audit reports without any extra cost to the Bank. Third Party external auditors will be appointed by Bank.

7.24. Expected facilities for full life cycle of e procurement / Auction –

- i. Creation of Requirement
- ii. Creation of Tender document online
- iii. Cancel/Re-invite Tender
- iv. Approve Tender online
- v. Create Bidding formats
- vi. Mapping the selected business rules on to the online bidding package.
- vii. Centralized Registration of Vendors/ Contractors
- viii. Uploading of Tenders
- ix. Downloading of Tenders by prospective Vendors
- x. Pre-Bid Queries
- xi. Facility for online Pre-Bid Meetings
- xii. Publish Minutes of Pre-Bid Meeting

- xiii. Publish replies to the Pre-Bid Queries
- xiv. Submit Bids Online
- xv. Upload attachments to Tender
- xvi. Technical Evaluation
- xvii. Uploading of Technical Scores in case of Techno Commercial Bids
- xviii. Opening of Technical/Commercial Bids
- xix. Processing of Techno Commercial Bids
- xx. Commercial evaluation
- xxi. Forward Auction & Reverse Auction
- xxii. Tracking and displaying the Auction results
- xxiii. Publish Tender Results
- xxiv. Award of Contract
- xxv. Purchase Order
- xxvi. Management Information System (MIS)
- xxvii. Audit Trail
- xxviii. Uploading of contracts awarded details on CPP portal
- xxix. Uploading of modifications of any contents (Corrigendum) of RFP
- xxx. Log files of complete portal process as per requirement

The Service provider is required to create the tender with required forms on their web portal. Bank's team will verify the created tender/event by publishing the same.

Vendor will have to create forms of technical bids/price bid as per bank's requirement without any limitation on number of pages.

7.25. One event means one tendering full life cycle from indenting to Finalisation of L1 bidder or one round of Reverse auction incident.

7.26. The bidder should be responsible for patch updates of the deployed solution to make it compatible with latest versions of Operating systems, Browsers and other resources necessary for access within the contract period without incurring any additional cost to the Bank.

7.27. The bidder shall customize the software suitable for Bank's Technical and functional requirement and shall make the application ready for UAT, within 7 days of date of Purchase Order/Letter of Intent. Bank shall conduct User Acceptance Test (UAT) assisted by the successful bidder's team. The E-procurement solution shall be deemed accepted only after sign off. Further, bidder should make application ready for e Procurement Services within 3 days of UAT approval by the Bank. If the successful Bidder is unable to complete the UAT within the stipulated time of 7 days, Bank at its discretion may cancel the Purchase Order/LOI issued to them and can award the contract to L2 bidder, if L2 bidder is willing to match the L1 price.

7.28. The bidder will take all measures to keep data pertaining to the Bank secure at their data centre (DC) as well as at disaster recovery (DR) site during the contract period at their own cost. A copy of this data should be kept in fire proof vault at DC and DR. At the end of contract period, the bidder will handover this data to Bank, in readable soft format.

7.29. After the end of the contract period, the vendor should help Bank in migration of current database to the new vendor selected, at no additional cost. As such the data structure of the vendor should be compatible with database structure of new vendor selected. The vendor will have to provide full support to the new vendor selected till the successful implementation of the portal (till portal goes live) at no additional cost.

7.30. The solution proposed should ensure compatibility with IP V6.

8. Documents establishing Bidder's Qualification

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

(a) that in the case of a Bidder offering to supply Solution under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in India.

(b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in the tender document. To this end, all bids submitted shall include the following information:

- (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.
- (ii) Details of experience and past performance of the bidder on services offered and on those of similar nature within the past three/five years and details of current contracts in hand and other commitments.

9. Documents Establishing “Eligibility and Conformity to Tender Document”

The documentary evidence of conformity of the services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:

- (a) detailed description of the essential technical and performance characteristics of the Services
- (b) an item-by-item commentary on the Bank’s Technical Specifications demonstrating substantial responsiveness of the services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

10. Contract Period

The term of the contract will be initially for a period of **2 (two) years** from the date of acceptance of the Letter of Intent and/ or signing the contract between the Bank and the vendor & renewable for the further period of **1 year** with the consent of both the parties on the same terms & conditions. The renewal of contract will be at the sole discretion of the Bank after evaluation of the performance of the bidder during the contract period.

11. Instructions for Bid Submission

The bid has two parts to be sealed in two different envelopes.

(1) Part I- Technical bid

The Technical Bid – Part I should be complete in all respects and contain all information asked for in this document. It should not contain any price information.

The following documents are to be submitted to the Bank on or before last date of bid submission:

Bid security of ₹50,000/- (Rupees Fifty Thousand only) or copy of valid Certificate for exemption, if eligible.

Following annexures are to be submitted along with Technical bid:

Annexure A - Bid Authorisation Letter

Annexure B - Bidder’s Profile Format

Annexure C – Eligibility & Other Requirements

Annexure D - Solution Specifications/Requirements

Annexure E - Letter of Acceptance

Annexure G - Undertaking- Land Border Clause

Annexure H - Undertaking

Annexure I - Performance Bank Guarantee

Annexure J - Non Disclosure Agreement

Annexure K - Pre contract Integrity Pact

Annexure L - Undertaking- Infrastructure, Access control etc.

Photo copies of relevant documents / certificates should be submitted as proof in support of various information mentioned in aforesaid annexures and other claims made by the bidder.

All the annexures should be submitted on letter head of bidder duly signed by the authorised signatory with seal of the company.

Signed & Sealed copies of all the pages of RFP and corrigendum if any, have to be submitted in the technical bid.

The bidder should ensure that all the annexures are submitted as prescribed by the Bank. In case it is not in the prescribed format, it is liable to be rejected.

The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.

The Bank further reserves the right to reject any or all offers based on its own evaluation or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.

The Bank reserves the right to disqualify any or all of the bidders if they have not completed any project successfully in Central Bank of India within stipulated time.

The Bank reserves the right to modify any of the terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any, at any time prior to completion of evaluation of technical bids. Notification of amendments/corrigendum will be made available on the Bank's website (www.centralbankofindia.co.in) and will be binding on all bidders and no separate communication will be made. The Bank, at its discretion, may extend the deadline for submission of Bids by a reasonable period as decided by the Bank.

(2) Part II- Commercial bid

The Commercial Offer should be submitted as per Annexure F. This must contain all price information. This should be submitted in a separate sealed envelope.

The commercial offer must not contradict the Technical offer in any way and should include the cost of all the items/services offered. The suggested directive for Commercial offer is as follows:

The vendors should not offer any options or any conditional offers to the Bank while giving the price information. The offer should strictly be in conformity with the items as specified by the Bank. No additions or deletions to the Annexures are allowed. Any deviations may lead to disqualification of the bid.

The charges to be quoted are basic charges for conducting the activity. GST at actuals will be paid extra on submission of invoice. The prices should be firm and not dependent on any variable factor and expressed in Indian Rupees.

The Total cost should be inclusive of all other charges but exclusive of GST (CGST/SGST/IGST) which will be paid on actual basis at the time of invoicing. Bank will not pay any other charges/taxes /levies/ license fees etc. whatsoever.

Both the parts of bid should be **sealed** separately and then put in a **single sealed** envelope superscribed as Tender No CO/DIT/PUR/2024-25/408 RFP for Identification of Service provider for providing E-Procurement Services.

The **Sealed** bids should be put in the Drop Box placed at the address provided as place of opening of bids on or before scheduled last date and time of submission of bids. The bids may be sent through courier/post so as to reach Chief Manager-Admin, Central Bank of India, Plot No. 26, Sector 11, CBD Belapur, Navi Mumbai-400614, latest by the last date and time of bid submission.

12. Bid Security/ EMD

The bidder should deposit bid security of ₹50,000/- (Rupees Fifty thousand only) in the form of a demand draft favouring Central Bank of India, payable at Mumbai or Bank Guarantee issued from Scheduled Commercial Bank other than Central Bank of India. Bank Guarantee should be valid for minimum 6 months from the date of issuance of RFP with claim period of one year. Alternatively, Bid Security/ EMD can be deposited to the Bank Account No. 3287810289 favouring Central Bank of India, IFSC CBIN0283154. No interest will be payable on the Bid Security amount.

Bid Security/ EMD and Document cost are exempted for the bidders having valid certificate of MSME / Udyog Aadhar (Small & Micro category only).

Unsuccessful Bidder's Bid security will be returned after completion of tender process. Unsuccessful Bidders should submit the Letter for Refund of EMD/Bid Security for returning of the bid security amount.

Bid Security will be forfeited in the following cases:

If a bidder withdraws its bid during the period of bid validity; or

If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract.

In case of a successful Bidder, bid security will be forfeited if the Bidder fails to execute Contract within the stipulated time or fails to furnish Performance Bank Guarantee as per Bank's format, mentioned in RFP. The Bid security will be discharged upon the Bidder signing the Contract Agreement and against submission of Performance Bank Guarantee for ₹50,000/- (Rupees Fifty thousand only) as per Bank's format.

13. Performance Bank Guarantee (PBG)

The successful bidder shall provide a Performance Bank Guarantee within 21 days from the date of receipt of the order or signing of the contract whichever is earlier, for the entire contract period **plus 3 months claim period** and such other extended period as the Bank may decide for due performance of the project obligations, as per the format attached as Annexure - I. The PBG should be issued by a scheduled Commercial Bank, other than Central Bank of India.

In the event of non-performance of obligation or failure to meet terms of this tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the successful bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the successful bidder, should be included in the remaining amount of the contract value.

The Bank reserves its right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.

If the Performance bank guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the successful bidder, will be forfeited.

14. Non-Disclosure Agreement (NDA):

The Bidders should sign and submit the Non - disclosure agreement as per Annexure – J

15. Service Level Agreement (SLA) :

The vendor will have to execute a) Service Level Agreement (SLA) as per Bank's format, which contained all the services and terms and conditions of the services to be extended as detailed herein. The vendor will have to execute the SLA within 21 days from the date of acceptance of Purchase Order. No payment will be released unless the SLA is submitted by the vendor.

All the expenses related to execution of the document such as the applicable stamp duty and registration charges, if any, as per Article 63 Works Contract of Maharashtra Stamp Act shall be borne by the vendor.

16. Period of Validity of Bids

Bids should remain valid for the period of at least 120 days from the last date for submission of bid prescribed by the Bank. In case the last date of submission of bids is extended, the Bidder shall ensure that validity of bid is reckoned from modified date for submission. Further extension of the validity of the bid will be decided by the bank in case of need.

17. Amendment of Bidding Documents

Prior to the last date of bid-submission, the Bank may, for any reason, whether at its own initiative or in response to any clarification(s) sought from the prospective Bidders, modify the RFP contents/ covenants by amendment. Clarification /amendment, if any, will be notified on Bank's website. No individual communication would be made in this respect. In order to provide, Bidders, reasonable time to take the amendment into account for preparing their bid, the purchaser may, at its discretion, extend the last date of submission of bids.

18. Authorization to Bid

The proposal/ bid being submitted would be binding on the Bidder. As such, it is necessary that authorized personnel of the firm or organization should sign the bid documents. The designated personnel should be authorized by a senior official of the organization having authority. The relevant format is enclosed as Annexure-A

All pages of the bid shall be initialled by the person or persons signing the bid.

Bid form shall be signed in full & official seal affixed.

Any inter-lineation, erasure or overwriting shall be valid only if they are initialled by the person or persons signing the Bid.

All such initials shall be supported by a rubber stamp impression of the Bidder's firm.

The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a bid commitment. The letter should also indicate the complete name and designation of the designated personnel.

Any bid document not conforming to any one of the above terms will be rejected.

In the first stage, Technical bids of bidders, who have submitted EMD and document cost will be opened and evaluated. Those bidders satisfying the eligibility criteria and the technical requirements, as determined by the Bank and accepting the terms and conditions of this document, shall be short listed for Presentation before the evaluation committee of Bank. The Venue, date & time for presentation will be informed to the technically qualified bidders in due course. The Bank will open Part II (Commercial Bid) only of those bidders who are found qualified in Technical Evaluation as well as Presentation.

After completion of technical evaluation and presentation, the L1 bidder will be decided based on commercial bid submitted as per Annexure F.

19. RFP Clarifications

Queries / clarifications will not be entertained over the phone. All queries and clarifications must be sought by email to purcppco@centralbank.co.in; smitpurchase@centralbank.co.in. The Bidders are requested to collate and submit queries together, to seek clarifications / responses from Bank. The Bidders should ensure that all the queries and clarifications are communicated in email on or before the date given in the schedule of events of this RFP document. Bidders are requested to visit Bank's website for clarifications and other communications.

Any modification of the RFP, which may become necessary as a result of the queries, shall be made available by the Bank, exclusively through the issue of an Addendum/Corrigendum on Bank's website www.centralbankofindia.co.in and at government tender portal www.eprocure.gov.in.

The Bidder may modify or withdraw its offer after submission, prior to the closing date and time, provided the Bank receives a written notice of the modification or withdrawal. No offer can be modified or withdrawn by the Bidder subsequent to the closing date and time for bid submission.

20. Deadline for bid submission: The last date for bid submission is 20.08.2024 **up to 15:00 hours**. Any tender received by the Bank after the deadline for tender submission prescribed will be rejected and returned unopened to the Bidder.

21. Tender Opening

The Bank will open all the sealed bids on 20.08.2024 at 15:30 pm, in the presence of Bidders' representatives who choose to be present at the time and venue as mentioned in schedule of events.

22. Evaluation of Technical Bids

During the period of evaluation, bidders may be asked to provide more details and clarifications about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking clarifications. If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail the reason of their quoting a different specification than what is sought for, like higher version or

non-availability of the specifications quoted by us, invariably to process the technical offer and it should be compatible to our application. No change in prices or substance of the tender shall be sought, offered or permitted.

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

The Bank may, at its discretion, waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

23. Presentation

All the bidders who are found eligible in Technical bid evaluation will have to give Demo / Presentation before designated committee of the Bank. The Presentation will be on below mentioned points. Each point will carry 25 Marks. The bidders who secure minimum 60 Marks would be declared qualified for further processing in Tender process.

SN	Particulars	Max. Marks
1	Technical Requirements	25
2	Security Requirement	25
3	Functional Requirements	25
	Total Marks	75

The above points are indicative only. The successful bidders will have to customize the offered e Procurement Solution as per Bank's requirements after the award of contract.

24. Commercial Bid Evaluation: On the basis of technical evaluation and subsequent Presentation, the Bank shall take a decision for short listing of the bidders for Commercial Evaluation. On completion of evaluation of commercial bids, Bank will determine the L1 bidder. The methodology to determine the L1 bidder would be as under –

Keeping in view the expected quantum of the e-tendering & RA events, L1 will be rationalized on the basis of weightage % multiplying factor. For deriving L1, quoted charges for e-tendering & RA will be multiplied by the respective factors and sum of resultant values shall be treated as cost for that particular bidder and comparison of charges will be made accordingly.

SL No	Activity/Event	Weightage	Charges per event (excluding GST) ₹	Charges after applying weightage %
		X	Y	Z= X% of Y
A	E-Procurement/E-Tendering	60%	To be filled in Commercial Bid only	To be filled in Commercial Bid only
B	Reverse Auction / Forward Auction	40%	To be filled in Commercial Bid only	To be filled in Commercial Bid only
	Total Charges i.e. (A+B)		To be filled in Commercial Bid only	To be filled in Commercial Bid only

This process is only for arriving L1, however charges for each event will be paid as per the actual charges quoted by the bidder in commercial bid.

Decision of the Bank in this regard shall be final, conclusive and binding on the bidders. The Bidder shall not add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification. The price is exclusive of taxes i.e. Goods and Services Tax, which shall be paid as per actuals.

25. Award of contract: After completion of the evaluation process L1 bidder will be awarded the contract for rendering e Procurement services for a period of 2 years subject to annual review. The contract may be extended for further period of 1 year on the same terms & conditions at the sole discretion of the Bank after evaluation of the performance of the bidder during the contract period.

The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this tender and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason, whatsoever.

Tendering process need not be cancelled merely on the grounds that a single tender was received provided that the single bid received is evaluated to be substantially responsive and deemed fit for award. Bank reserves right to proceed and award the tender to single bidder in case only one bidder participates in the tender / qualifies in the technical bid evaluation. Bank can negotiate with such single bidder, if required.

26. Goods and Services Taxes (GST) and its Compliance:

Goods and Services Tax Law in India is a Comprehensive, multi-stage, destination-based tax that will be levied on every value addition. Bidder shall have to follow the prevailing GST Law along with certain mandatory features mentioned hereunder:

(a) TDS (Tax Deducted on Source) is required to be deducted as per applicable GST Law, from the payment made or credited to the Bidder in case of taxable goods and services. The statutory compliances contained in the statutes include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person

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

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

(d) The Bidder 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.

27. Taxes/Levies by local / Govt/ Statutory/Autonomous Authorities.

If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than entry tax or octroi and if the Bank has to pay the same for any of the items or supplies made here under by the Vendor, for any reason including the delay or failure or inability of the Vendor to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Vendor along with the documentary evidence. If the Vendor does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Vendor from the Bank along with the interest calculated at commercial rate.

28. Notification of Award

The Bank will notify the successful bidder in writing by registered letter or by email, to be confirmed in writing, that its bid has been accepted. The notification of award will constitute the formation of the Contract.

The Bank reserves the right to accept or reject any tender, and to annul the tender process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders.

29. Payment Terms

The charges for each event of e Tendering/Auction will be paid after successful completion of the event and on submission of relevant reports and invoice.

30. Penalty

A Penalty of @ 10% of event fee will be charged for default of the vendor in providing the required services as per the schedule per event. If the failure continues for 3 events, the contract will be terminated and Performance Bank guarantee will be invoked.

31. Standards

The Services offered under this Contract shall conform to the standards mentioned in the Technical Specifications.

32. Patent Rights

The service provider shall indemnify the Bank against all third-party claims of infringement of Intellectual Property Rights including patent, trademark or industrial design rights arising from use of the Goods/services or any part thereof in India.

33. Change Orders

The Bank may at any time, by written order given to the service provider, may make changes within the general scope of the Contract Specifications of E-Procurement or Reverse auction, where the services under the Contract are to be specifically provided to the Bank. The same have to be carried out at no extra cost to the Bank.

SECTION III- LEGAL PROVISIONS

Applicable legal provisions are as under:

34. LIQUIDATED DAMAGES

If the successful Bidder/Vendor fails to perform the Services within the period(s) specified in the Contract / SLA, the Bank shall, without prejudice to its other remedies under the Contract, deduct penalty from the Contract Price, as Liquidated Damages (LD), for every such default in service.

34.1 The Liquidated Damages (LD) shall be a sum equivalent to 1% of contract amount, for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract amount. Once the liquidated damages reach 10% of the contract amount, the bank may consider termination of the contract. At that point, the contract price will stand reduced to the actual amount payable by the Bank. Proportionately, the payment payable to the Successful Bidder will also stand reduced. All the deliverables given to the Bank at that instant will continue to be the property of the bank and the bank plans to use the same for any purpose which it may deem fit.

35. BLACKLISTING

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

36. INDEPENDENT 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 Bidder. Bidder, in furnishing services to the Bank hereunder, is acting only as an independent contractor. Bidder does not undertake by this Agreement or otherwise to perform any obligation of the Bank, whether

regulatory or contractual, or to assume any responsibility for the Bank's business or operations. The parties agree that, to the fullest extent permitted by applicable law; Bidder has not, and is not, assuming any duty or obligation that the Bank may owe to its customers or any other person. The bidder shall follow all the rules, regulations statutes and local laws and shall not commit breach of any such applicable laws, regulations etc. In respect of sub-contracts, as applicable – If required by the Bidders, should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the SLA/NDA (Non - Disclosure Agreement) irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits including labour laws for its employees and sub-contractors or as the case may be. Bidder should take bank's prior written permission before subcontracting/ resource outsourcing of any work related to the performance of this RFP or as the case may be.

37. INDEMNITY

37.1 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:

37.2 Bank's authorized / bonafide use of the Deliverables and/or the Services provided by Bidder under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO (purchase Order) and/or

37.3. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or

37.4 Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank and/or

37.5 Breach of any of the terms of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or

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

37.7. Breach of confidentiality obligations of the Bidder contained in this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or

37.8 Negligence or gross misconduct attributable to the Bidder or its employees, agent or sub-contractors.

37.9 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 this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:

37.10 Notifies the Bidder in writing; and

37.11 Cooperates with the Bidder in the defence and settlement of the claims.

37.12. The Bidder shall compensate the Bank for such direct financial loss 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 as per satisfaction of the Bank.

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

37.14 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

37.15 Resulting from infringement of any patent, trade-marks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act, 2000 or any Law, rules, regulation, bylaws, notification time being enforced 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 Bidder in writing as soon as practicable when the Bank becomes aware of the claim however:

37.16 The Bidder has sole control of the defence and all related settlement negotiations.

37.17 The Bank will provide the Bidder with the assistance, information and authority reasonably necessary to perform the above and c) Bidder is aware of the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority. Indemnity would be limited to court or arbitration awarded damages.

37.18 Indemnity would be limited to Court awarded damages and shall exclude indirect, consequential and incidental damages, 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.

37.19 The bidder including its sub-contractor or any of its representative shall indemnify to bank any loss damage or cost /compensation arising out the breach of the data associated with citizen of any country and the same has penal obligation under that country/union or member country. The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out breach of data by service provider including its sub-contractor/s pertains to Citizen or Non- citizen being the customer of the Bank or thereafter, if the same has penal obligation with that country. Service provider/bidder shall indemnify to the bank regarding breach of the data associated with citizen of any country during the currency of customer with bank or thereafter if the same is punishable under that country.

37.20 The bidder shall indemnify Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising due to:

- Non-compliance of the bidder with laws / Governmental requirements
- Intellectual Property Rights infringement
- Negligence and misconduct of the bidder, its employees, and agents
- Breach of any terms of RFP, representation or warranty
- Act or omission in performance of service

- Loss of data

37.21 The bidder shall indemnify Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where Bank does not opt for retention of GST component on supplies.

37.22 Bidder shall indemnify to the 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.

38. ASSIGNMENT

Bank may assign the Project and the solution (if any) and services provided therein by Bidder 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-contractor, at its sole option, or upon the occurrence of the following:

- (i) Bidder refuses to perform;
- (ii) Bidder is unable to perform;
- (iii) Termination of the contract with Bidder for any reason whatsoever; expiry of the contract. Such right shall be without prejudice to the rights and remedies, which the Bank may have against Bidder. Bidder shall ensure that the said contractor/sub-contractors shall agree to provide such services to the Bank at no less favorable terms than that provided by Bidder and shall include appropriate wordings to this effect in the agreement entered into by Bidder with such Contractor/sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of Bidder to perform or termination/expiry of the contract.

39. BIDDERS' LIABILITY

The bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The bidder's liability in case of claims against Bank resulting from misconduct or gross negligence of the bidder, 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.

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 as part of this RFP. In no event, the Bank shall 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 provider of the Bank would be considered as a direct claim

The bidder 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.

40. INFORMATION OWNERSHIP

All information transmitted by successful Bidder belongs to the Bank. The Bidder does not acquire implicit access rights to the information or rights to redistribute the information unless and until written approval sought in this regard. 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 if

any unauthorized disclosure have encountered. Types of sensitive information that will be found on Bank system's 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.

The successful Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any of the Bank location. The Bidder will have to also ensure that all sub-contractors 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 Bidder or existing at any Bank location.

41. INSPECTION, AUDIT, MONITORING & VISITATIONS

41.1 Right to Inspect, Examine and Audit:

All OEM/Vendor records with respect to any matters / issues covered under the scope of this

RFP 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/VENDOR outsourced process to identify new outsourcing risks as they arise. The VENDOR shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the VENDOR 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 VENDOR. 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 VENDOR 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 findings 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 VENDOR within a reasonable time. This includes information maintained in paper and electronic formats.
- d) Recognized the right of the Reserve Bank of India 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 VENDOR. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the

VENDOR. Such assessment and reports on the VENDOR may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.

41.2 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 Vendor's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Vendor must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval /notice to the Vendor.

41.3 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.

42. FORCE MAJEURE

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

42.1 For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, Acts of God or of public enemy, acts of Government of India in their sovereign capacity and acts of war.

42.2 If a Force Majeure situation arises, the Vendor shall promptly notify The Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by The Bank in writing, the Vendor shall continue to perform Vendor's obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

42.3 In such a case the time for performance shall be extended by a period (s) not less than that of such delay. If the duration of delay continues beyond a period of three months, The Bank and the Vendor shall hold consultations in an endeavour to find a solution to the problem.

Notwithstanding the above, the decision of the Bank shall be final and binding on the Vendor.

43. TERMINATION

Applicable Termination clauses are as under:

43.1 Termination for Default

The Bank, without prejudice to any other remedy for breach of contract, by 30 (Thirty) days written notice of default sent to the Successful Bidder, may terminate this Contract in whole or in part:

if the Successful Bidder fails to deliver any or all of the deliverables / milestones within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or;

If the Successful Bidder fails to perform any other obligation(s) under the contract.

If the Successful Bidder, in the judgment of the Bank has engaged in corrupt or 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 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.

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.

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

43.2 Termination for Insolvency

If the Bidder becomes bankrupt or insolvent, has a receiving order issued against it, 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.

43.3 Termination – Key Terms & Conditions

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

The Bank shall also 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) 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. The Bank will specify the period for remedying any defect.

44. EXIT OPTION AND CONTRACT RE-NEGOTIATION

The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- a) Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 21 days of receipt of purchase contract;
- b) Delay in delivery, performance or implementation of the solution beyond the specified period;
- c) Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of The Bank. Inability of the Vendor to remedy the situation within 60 days from the date of pointing out the defects by The Bank. (60 days will be construed as the notice period)
- d) In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Vendor.
- e) The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Vendor at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.
- f) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Vendor will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it provided that all products and services as serving satisfactory, as per satisfaction of the Bank. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

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

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Vendor to The Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

Notwithstanding anything contained in this Agreement, the Bank reserves its right to terminate the agreement with the Bidder without assigning any reason at any time after serving thirty (30) days prior written notice to the Bidder, at no cost to the Bank .

45. CONFIDENTIALITY

"Confidential Information" means any and all information that is or has been received by the Vendor ("Receiving Party") from the Bank ("Disclosing Party") and that relates to the Disclosing Party; and is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants. Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials relating to the licensed software, the modules, the program documentation, the source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions , techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology,

finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes etc. or any existing or future plans, forecasts or strategies in respect thereof.

“Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable. Information disclosed pursuant to this clause will be subject to confidentiality for the term and thereafter.

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

The Vendor shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party, howsoever obtained and agrees that it shall not, without obtaining the written consent of the Bank, disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the Software provided. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this tender; or Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party / Bank or its customers or their projects.

In maintaining confidentiality hereunder the Receiving Party / Vendor on receiving the confidential information and materials agrees and warrants that it shall:

Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure

Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party

Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document

Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party / Bank

45.1 Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control.

45.2 To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party.

45.3. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control.

45.4 To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

45.5 Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party /Bank contrary to the terms of this document); or any information which is independently developed by the Receiving Party / Vendor or acquired from a third party to the extent it is acquired with the valid right to disclose the same.

45.6 Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party / Vendor shall promptly notify the Disclosing Party / Bank of such requirement with a view to providing the Disclosing Party / Bank an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

45.7 The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party / Bank and its disclosure hereunder shall not confer on the Receiving Party / Vendor any rights whatsoever beyond those contained in this document.

The confidentiality obligations shall survive the expiry or termination of the agreement between the Vendor and the Bank. The Vendor shall execute NDA (Non-disclosure Agreement) with Bank as per format provided in this RFP.

The Vendor 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. The vendor shall submit a non-disclosure and integrity pact as per requirement of the Bank.

46. COMPLIANCE WITH LAWS

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

46.2. Compliance in obtaining approvals/permissions/licenses: Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and

against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to Company.

46.3 This indemnification is only a remedy for the Bank. Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above.

47. INTELLECTUAL PROPERTY RIGHTS

The Vendor 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 save as expressly provided in this RFP, all Intellectual Property Rights in relation to the 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 Vendor during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Vendor or its licensor.

The Vendor represents that a separate RFP is required to be entered into by the Bank with Third-party Vendors either for statutory or proprietary reasons, notwithstanding the Vendor's obligations for performance. During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank grants Vendor a right to use at no cost or charge the Software licensed to the Bank, solely for the purpose of providing the Services. The Vendor shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by Vendor in performing its obligations under this Project. If a third party's claim endangers or disrupts the Bank's use of the Software, the Vendor 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 software / service provided by the bidder in the scope of the RFP will be the responsibility of the bidder.
- (iv) 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 by the successful bidder as part of this agreement.

48. VIOLATION OF TERMS

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

49. RESOLUTION OF DISPUTES AND REMEDIES

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

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

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

49.4 All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai. The Language of Arbitration will be English and court of Mumbai shall have exclusive jurisdiction. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, vendor will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving satisfactorily, as per satisfaction of the Bank.

49.5 If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

49.6 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

50. PRIVACY AND SECURITY SAFEGUARDS

50.1 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.

50.2. The Vendor hereby agrees and confirms that they will disclose, forthwith, instances of security breaches.

50.3. The Vendor hereby agrees that they will preserve the documents.

51. 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 RFP/Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.

52. STATUTORY AND REGULATORY REQUIREMENTS

The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This requirement shall supersede the responses provided by the Vendor in the technical response. During the period of warranty / AMC, Bidder / Vendor should comply with all requirements including any or all reports without any additional cost, defined by any regulatory authority time to time and which fall under the scope of this RFP / Agreement. All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to the bank during the tenure of the 1(one) year contract.

53. CORRUPT AND FRAUDULENT PRACTICES

As per Central Vigilance Commission (CVC) directives, it is required that Vendors / Suppliers / Contractors 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 offer submission) designed to establish offer 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 Vendor 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.

54. PUBLICITY

Any publicity by either party in which the name of the other party is to be used should be done only with the explicit written permission of such other party.

55. AGREEMENT AND AMENDMENTS

This Agreement sets forth the entire agreement between the parties and supersedes any other prior proposals, agreements and representations between them related to its subject matter, whether written or oral. No modifications or amendments to this Agreement shall be binding upon the parties unless made in writing, duly executed by authorized officials of both parties.

56. SURVIVAL AND SEVERABILITY:

Any provision or covenant of the Agreement, which expressly, or by its nature, imposes obligations on VENDOR 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.

57. INTEGRITY PACT : The bidders should agree for the terms of integrity pact as per the Annexure - K

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

Sri Anant Kumar, mail ID: anant_in@yahoo.com Contact : 99111 78856

Shri Jagdip Narayan Singh, mail ID: jagdipsing@yahoo.com Contact No.011-61515609, 99784 05930

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

58. Bidder's Integrity and Obligation

The bidder 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.

Bidder's obligations

- a. The Bidder is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank .
- b. The bidder 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 Supplier's negligence. The bidder will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- c. The bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- d. The Bidder will treat as confidential all data and information pertains to 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 Bidder shall ensure that the software and hardware relevant for the Services contemplated under this Agreement, is properly maintained and operated at all times, without hampering the services with proper standby.
- f. Ensure that there is sufficient back up in terms of power and other infrastructure, including but not limited to, Uninterrupted Power Supply, air-conditioners, components/resources at the location for rendering the Services in terms of this Agreement.
- g. Be responsible for appropriate maintenance of E-Procurement project under this RFP
- h. The Bidder shall be fully responsible for any breach of data confidentiality of customer related information. This liability shall be applicable even after the contract expires or gets terminated.
- i. The Bidder should have a well-documented Business Continuity Plan and Disaster Recovery Plan and also security and control practices.
- j. The Bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.
- k. The Bidder shall disclose security breaches, if any, to the Bank, without any delay.
- l. Bidder shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank.

- m. Bidder must comply RBI circulars on “Cyber Security Framework for Banks” and assurance from the respective OEMs/Application providers that the software application is free from embedded malicious/fraudulent code.
- n. Bidder should follow Information security guideline issued by Bank/Regulatory/Statutory Authority from time to time, and the same must be complied in order without fail, to avoid breach of contractual obligation.
- o. Bidder shall submit Integrity Pact, Non-disclosure Agreement and Performance Bank Guarantee as per format shared by the Bank.
- p. The Bidder should guarantee that the Software/Hardware used for the project is licensed and legally obtained.
- q. The Bidder should provide continuing support for the Project so that continuity is maintained for the E-procurement under this RFP, in the event of insolvency, bankruptcy, liquidation, acquisition, windup, amalgamation or termination on default of Bidder. The bidder will continue to provide support to bank in the event of termination of the contract for whatsoever reason till arrangement of other vendor. Bank will continue to pay to the bidder for services utilized in eventual conditions as per prevailing contract.
- r. The Bank reserves its right to blacklist to Bidder to participate in future tender processes 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 powers conferred under this clause along with any or all rights incorporated under RFP/Agreement.
- s. The Bidder 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 Bidder should comply with the Retention policy of the Bank and co-ordinate to preserve the data/documents of Bank for minimum 10 years.
- u. The bidder shall adhere to sustainable sourcing practices including but not limited to the use of environmentally friendly materials, ethical labor practices and compliance with relevant local and international regulations. Further, the bidder shall provide documentation or certifications demonstrating their commitment to sustainable sourcing upon request. Failure to comply with these requirements may result in contract termination.

59. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India.



CO:DIT:PUR:2024-25: 408

RFP for Identification of Service Provider for Providing E-Procurement Services

ANNEXURE A

(On Bidder's Letter Head)

Bid Authorisation Letter

To

The Asst. General Manager - IT
Central Bank of India,
1st Floor, DIT,
Plot No. 26, Sector – 11,
CBD Belapur, Navi Mumbai (MH) - 400614.

Sir,

Ref: RFP No. CO/DIT/PUR/2024-25/408 dated 31.07.2024 for "Identification of Service providers for providing E-Procurement Services"

We have carefully gone through the Terms & Conditions as well as the Scope of Work contained in the above referred RFP document. We declare that all the provisions of this RFP are acceptable to our company. Mr. _____
(Designation) _____ is dully authorized signatory of the company and is competent to sign on behalf of the company in respect of the captioned bid.

Yours faithfully,

(Signature of the Bidder)

Name

Designation

Seal

Date:

Business Address:

ANNEXURE B
BIDDER'S PROFILE

The Asst. General Manager - IT
Central Bank of India,
1st Floor, DIT, Plot No. 26, Sector – 11,
CBD Belapur, Navi Mumbai - 400614

1	Name of the Firm/Company	
2	Year of Incorporation in India	
3	Names of the Partners/Directors	
4	Name and Address of the Principal Banker	
5	Addresses of Firm/Company	
	a) Head Office	
	b) Local Office in Mumbai (if any)	
6	Authorized Contact person	
	a) Name and Designation	
	b) Telephone number	
	c) E-mail ID.	
	d) Mobile No.	
	e) Land line No.	
7	Address for communication (with Pin code)	
8	i. Email ID	
	ii. Alternative Email ID	
9	GST Number	
10	PAN Number	
11	Bidder's Bank Details	
12	Details of Document cost / Tender fee	DD/UTR/Reference No. date & Amount
13	Details of EMD/ Bid security declaration	DD/BG/UTR/Reference No. date & Amount
14	Exemption Certificate details (if applicable). Eg: MSME/Udyog Aadhar certificate etc (Micro & Small category only)	Please attach the copy of the same along with details

Dated this..... Day of 2024
(Signature)

Place:

Date:

Authorized Signatory:
Name & Designation:
Business Address & email id:

ANNEXURE C

(To be submitted on Bidder's Letter Head)

Eligibility and Other Requirements

To

The Asst. General Manager - IT
Central Bank of India,
1st Floor, DIT, Plot No. 26, Sector – 11,
CBD Belapur, Navi Mumbai - 400614

S N	Pre-Qualification Criteria	Details of Proof to be Attached
1	The bidder should be a Government organisation/PSU/partnership Firm/LLP/Company registered in India as per Company Act 1956 /2013 and having business in India for the last 3 years as on date of RFP. (supporting relevant document to be submitted)	Supporting documents
2	Bidder should have minimum annual turnover of ₹ 25 lakh during the last three financial years (2020-21, 2021-2022 & 2022-23). This must be the turnover of individual company and not that of any group of companies.	Copies of the audited balance sheet of the company or CA Certificate
3	The bidder should have made operating profits in at least two financial years out of last three financial years (i.e. 2020-21, 2021-22, and 2022-23) and in case of operating loss; bidder should provide security amount of 20% of Contract value for Contracted period in the form of Bank Guarantee over and above 10% of Regular Bank Guarantee for Performance.	Copy of audited balance sheet and Certificate of the Chartered Accountant for preceding three FY. Bidder has to submit undertaking to provide security amount of 20% of Contract value for Contracted period in the form of Bank Guarantee over and above 10% of Regular Bank Guarantee for Performance in case of operating loss.
4	The bidder should provide satisfactory performance certificates from minimum two Government Organizations/PSUs/PSBs currently utilizing the e-Auction and e-Procurement platform. Reference should be submitted along with performance certificates.	Relevant Certificates
5	The bidder should have valid ISO:9001 and ISO:27001 certificate for conducting e-auction & e-procurement activities.	Recent Copy of Certificate showing the validity period

6	The e-procurement & e-auction solution proposed by the bidder, and related system should be STQC Certified. The Solution offered should bear valid STQC certificate for 1) e Tendering (From floating of Tender and Online submission of bids upto Finalisation of L1 Vendor) and 2) Reverse auction and Forward Auction.	A declaration to this effect and recent copy of STQC certification showing the validity period
7	The e-procurement & e-auction solution proposed by the bidder and related system should conform to the requirements of the IT Act 2000, amended IT Act 2008.	Recent Copy of Certificate should be attached showing the validity period
8	The e-procurement & e-auction solution proposed by the bidder, and related system should conform to the requirements of GCQE (Guidelines for compliance to Quality requirements of eProcurement Systems), CVC guidelines, Central Govt. Guidelines.	A declaration to this effect should be submitted
9	The Bidder should have minimum experience of 3 years in the area of e-Tendering (e-Procurement, Reverse auction & Forward Auction) for Government/PSU/PSBs in India. The bidder should have conducted at least 200 events (e-procurement / reverse/forward auction) altogether in the last three financial years (2020-21, 2021-2022 & 2022-23), out of which minimum 50 events per financial year.	Supporting documents should be attached
10	Bidders, who have not satisfactorily completed any of the earlier contracts with the Bank and/or who have been debarred by the Bank from participating in future tenders, will not be eligible for this tender.	An undertaking in this regard as per Annexure H to be submitted
11	The bidder should not have been black listed by any of Government Authority or Public Sector Undertaking (PSUs). In case, the Company was black listed by any of the Govt. Authority or PSUs in the past, the name of the company or organization should have been removed from such list as on date of submission of the tender.	Undertaking on Company's letterhead as per Annexure H to be submitted
12	The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. or The Bidder is from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office Memorandum / Order and we submit the proof of registration herewith.	Undertaking as per Annexure G and Copy of certificate of valid registration with the Competent Authority (If applicable) (signed by authorized representative of bidder)
13	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.	Letter of confirmation (self certified letter signed by authorized official of the bidder).
14	The Bidder to provide an undertaking on his letter head that all the requirements mentioned in RFP Document are covered in totality in the	Letter of confirmation from bidder (self-certified letter)

	proposal submitted by the bidder.	
SN	OTHER REQUIREMENTS	Supporting Documents
1	Bidder to provide details of the infrastructure, hardware, software, power supply, connectivity details.	Detailed documents to be provided
2	Bidder to provide details of the Data Centre and Disaster Recovery Site / Redundancy available in case of any eventuality.	Detailed documents to be provided
3	Bidder to provide the details of the helpdesk.	Detailed documents to be provided
4	Bidder to provide the details regarding number of concurrent events that can be conducted. The same shall be demonstrated at the UAT.	Detailed documents to be provided
5	Bidder to provide documents pertaining to the audit process being followed by them.	Detailed documents to be provided
6	Bidder to provide documentation for PKI compliance of the services rendered.	Detailed documents to be provided
7	Bidder to provide details of implementation team along with appropriate experience in similar projects.	Detailed documents to be provided

We confirm that we have enclosed the detailed supporting documents/proof as required above.

Place:
Date:

Authorized Signatory:
Name & Designation:
Business Address & email id:

ANNEXURE D

(To be submitted on Bidder's Letter Head)

SPECIFICATIONS/REQUIREMENTS

A) Technical Requirements

S N	Particulars	Requirement
1	Operating System/ Browser	The offered solution should have support for the following: 1. <u>Operating Systems</u> : Windows 11 and above. 2. <u>Internet Browsers</u> : a) Google Chrome Version 100 and above. b) Mozilla Firefox version 100 and above. c) Microsoft Edge 3. <u>Java Runtime Environment</u> 6u31 and above
2	Features	The Solution should be a single domain solution with independent modules and should be capable of being implemented independent of each other.
3	Auction formats	Auction forward/Reverse/Multi Currency including Rank bidding, Formats Anonymous & Alias bidding, Multi Line bidding, Multiple Lot bidding, Package Auction and/ or any other formats.
4	Parameters	Defining and Setting of <ul style="list-style-type: none"> Opening Price, Historic Price, Reserve Price, Landed & Base Price, Bid factor Start and End Time. Automatic and Manual Extensions and Closing rules. Data validation rules, Auction Rules like lowest/highest bid wins or highest/lowest quality wins etc. Uploading file attachments. Placing of exit Bids etc.
5	Messaging	Broadcast message to prospective bidders during the auction for information and clarifications
6	Scalability	The solution should be scalable to meet the requirements of the Bank for the next 5 years from the date of placing the Purchase Order.
7	User Interface	<ul style="list-style-type: none"> GUI based Wizard Driven Configuration Customized Look & Feel, Graphical Representation, Online/Onscreen help features, Auto scaling graph etc. On the Bidding screen, Remaining Time of the event should be displayed synchronized with the server time in decremental manner.
8	Mandatory features	<ul style="list-style-type: none"> Admin should be able to monitor user connectivity. Portal must be available on 24x7 basis. Online Maintenance support must be available 24x7 basis.

9	Reports	<ul style="list-style-type: none"> The software should be capable of generating detailed reports in Excel/ HTML and PDF, CSV, DOC, ODF other format specified by the Bank. The software should be capable of providing event-wise bid histories & Supplier wise, Product wise, date wise reports. Actual savings report, category wise reports, transaction based reports, aggregated reports per category cross suppliers. System should have the provision to generate L1, L2, L3 chart dynamically. Visibility to reports is granted through the use of report privileges like Admin reports, Originator Reports and Bidder Reports. These privileges will be granted by the organization administrator. Audit Trails-Logs to be available for all user transactions & administrative actions.
10	Third Party Audit	The implemented solution may be audited by competent third party assigned by Bank at least once a year or as per the Bank's requirement, cost of which will be borne by the Bank.
B) Security Requirements		
(i) Application Security		
1	The offered Solution/Application should be secure from making any temporary distortion in the electronic posting of tender notice, just to mislead certain vendors.	
2	Automatic systems alert should be provided in the form of daily exception report in the application in this regard.	
3	The offered Solution should ensure that the tender documents issued to/downloaded by bidders are complete in shape as per the approved tender documents including all its corrigendum.	
4	Checks should be available in the application to detect and alert about the missing pages to the tenderer, if any.	
5	Application should ensure that all the corrigendum issued by the Competent Authority are being fully communicated in proper fashion to all bidders including those who had already purchased/downloaded the bid documents well ahead of the due date and before uploading the corrigendum.	
6	Application should be safe from sending discriminatory communication to different bidders about the same e-tendering process.	
7	The offered Solution should be customized to process all type of tenders viz Limited/Open/Techno commercial/Global Tenders.	
8	Online Public Tender opening events feature should be available in the application.	
9	Facilities for evaluation/loading of bids, strictly in terms of criteria laid down in bid documents should be available in the application.	
10	Sufficient safeguards should be provided in the application to deal with failed attempt blocking.	
11	Application should be safe from submission of fake bids.	
12	Encryptions of bids should be done at clients end.	
13	The offered Solution/Application should have safety against tampering and stealing information of submitted bids, during storage before its opening is ensured.	
14	The offered Solution/Application should be safe from siphoning off and decrypting the clandestine copy of a bid encrypted with public key of tender opening officer.	
15	The offered Solution/Application should be safe from mutilation/sabotage or otherwise rendering the encrypted bid in the-tender box during storage to make it unreadable/invalid in any form, before opening of the bids.	
16	The offered Solution/Application should restrict introduction of special characters/executable files etc. by users.	
17	Validity check of DSC should be done at server end.	
18	The offered Solution/Application should support the feature that even though if a published tender is being deleted from the application, system does not allow permanent deletion of the published tender from the Database.	
19	Sufficient security features should be provided in the application for authentication procedure of the system administrator like ID, password, digital signature, biometric etc.	

20	Audit trails should be captured in the application on media which should not be prone to tampering, such as optical write once.
21	Log shipping feature should be available, where a separate dedicated server receives the logs from the application over a web in real time.
22	Integrity and non-tampering is ensured in maintaining the server clock synchronization and time stamping.
23	Application should generate exception report/system alerts etc. to indicate the resetting of the clock, in case the application for time stamping is killed at the server level and time is manipulated.
24	Application should ensure that the quotes from various bidders with their name are not being displayed to anyone including to the organization during Reverse auction process.
25	Application should be fit for usage complying with the requirements of tender processing viz. Authenticity of tenderer, non-repudiation and secrecy of information till the actual opening of tenders.
26	A comprehensive third party audit [as per statutory requirement and also as per the requirements of e-tender processing (compliance to IT Act 2000 and its amendments)] should have been conducted before first putting it to public use. The name of application should be mentioned in the STQC certificate.
27	Application should comply with the CVC guidelines Circular dated 17.09.2009 security considerations for e-procurement Systems.
28	DELETED
29	The system should be resistant to spoofing, tampering of data, repudiation and information disclosure, denial of service and elevation of privilege.
30	Central Bank of India will be the sole owner of all the data/information asset which can not be shared to any other party without prior written permission.
30	The System should ensure Secure transmission between server and client. All data should be encrypted when sent over networks other than the Bank's own network.
31	The data should be encrypted using symmetric or asymmetric keys. However, the exchange of keys for symmetric encryption should be conducted using asymmetric keys. Specially, encryption methodology like TLS must be deployed while communicating with the payment gateway or TLS 2 over public network.
32	There should be provision for dynamically changing the keys used for encryption. If static keys are used, they should be changeable periodically.
33	Asymmetric keys should have minimum length of 1024 bit.
34	Encryption algorithms like 3DES, AES, RC4 and blowfish used with 256 bit keys (1024 bits for RSA) at a minimum
35	The entire process has to be PKI enabled and digitally signed & encrypted
36	All users should be authenticated before access is provided.
37	Application should enforce minimum password length of 8 characters.
38	Password expiry should be set.
39	Password history should be maintained. The last 5 passwords should not be usable.
40	Account lockout feature should be configured.
41	Web based applications should comply with security standards including OWASP.
42	Role based access is mandatory.
43	Time based access is mandatory.
44	IP address of the machine from which the portal is accessed by any user should be captured.
45	DELETED
46	Time stamping and Audit trail of all events.
47	The authentication mechanism of the e-procurement application should ensure that the credentials are submitted on the pages that are secured by SSL.
48	The application should enforce access control model to ensure that the parameter available to the user cannot be used for launching any attack.
49	The session tokens should be adequately protected from guessing during an authenticated session.
50	The application should ensure that it does not present user error messages to the outside world which can be

	used for attacking the application.
51	The application may accept input at multiple points from external sources, such as users, client applications, and data feeds. It should perform validation checks of the syntactic and semantic validity of the input. It should also check that input data does not violate limitations of underlying or dependent components, particularly string length and character set. All user-supplied fields should be validated at the server side.
52	Logging should be enabled across all applications in the environment.log file data is important for incident and trend analysis as well as for auditing purposes.
53	The application should log, failed and successful authentication attempts, changes to application data including user accounts, server application errors, and failed and successful access to resources.
54	When writing log data, the application should avoid writing sensitive data to log files.
55	The Application should be integrated with SIEM ICSOC. Logs pertaining to Operating System/Database/Application should be integrated with SIEM/CSOC for log monitoring. Vendor should have provision for log monitoring through SIEM/CSOC.
56	Logs should be shared with Bank, whenever required.
ii)	Operating System Security
1	Default accounts should be disabled
2	All users should have a unique user-id. There should be no sharing of user accounts
3	Operating System should enforce minimum password length of 8 characters
4	Password expiry should be set
5	Password history should be maintained. The last 5 passwords should not be usable
6	Account lockout feature should be enabled.
7	The Operating System should force a new user to change the password at first logon
	Operating system should enforce password complexity with the following characteristics: <ul style="list-style-type: none"> a Password should not contain any portion of user-id. b Password should have a combination of upper-case and lower-case alphabets, numerals and special characters
iii)	Database Security
1	All users should be authenticated before providing access.
	There should not be any account with default password or with no password.
3	All users should have a unique user-id. There should be no sharing of accounts.
4	User accounts should be created in the database for application access database backup and database optimization. All accounts should be provided access only to the database tables used by the specific application.
5	The default user profile should be modified to enforce account policy settings.
6	The database should enforce minimum password length of 8 characters.
7	Password history should be maintained.
8	Account lockout feature should be enabled.
9	Password expiry should be set.
10	Integrity of data in concurrent user mode should be designed in the database through record locking or two-phase locking/commit features.
11	Referential integrity should be maintained in the database design and should include cascading update and cascading delete.
12	Logging should be enabled for security related events
13	Sensitive data should be encrypted or hashed in the database and file system. The application should differentiate between data that is sensitive to disclosure and must be encrypted, data that is sensitive only to tampering and for which a keyed hash value (HMAC) must be generated, and data that can be irreversibly transformed (hashed) without loss of functionality (such as passwords). The application should store keys used for decryption separately for the encrypted data.

14	Sensitive data should be encrypted prior to transmission to other components. It should be verified that intermediate components that handle the data in clear-text form, prior to transmission or subsequent to receipt, do not present an undue threat to the data. The application should take advantage of authentication features available within the transport security mechanism. Specially, encryption methodology like SSL must be deployed while communicating.
iv)	Access Control
1	Application should enforce an authorization mechanism that provides access to sensitive data and functionality only to suitably permitted users.
2	The role-based access controls should be enforced at the database level as well as at the application interface.
3	Authorization checks should be followed post successful authentication and all attempts to obtain access without proper authorization should be logged.
4	There should be regular testing of key applications that process sensitive data and of the interfaces available to users through internet that includes "black box" informed testing against the application to determine whether users can gain access to data from other accounts.
5	Public Key Infrastructure (PKI) should have been implemented which are required in order to establish non-repudiation and to ensure the security of the online system.
6	It should be ensured that participating contractors and suppliers, as well as the department users, will be using Digital Signature Certificate (DSC) by a licensed Certification Authority.

C. Functional Requirements

1.	USER INTERFACE
1.1.	GUI based Wizard Driven Configuration Customized Look & Feel, Graphical Representation, Online/Onscreen help features etc.
1.2.	Home Page should have search option with different parameters like event reference no., date, status, event keyword etc.
2.	TYPES OF TENDERS
2.1.	General Tenders
2.2.	DELETED
2.3.	Single/Multiple Envelope Bidding
2.4.	Open Tender where any Vendor can bid
2.5.	Limited Tender where only limited Vendors can Bid
2.6.	EOI /Expression of Interest.
2.7.	NCB (National Competitive Bidding)

2.8.	Goods Tender - with quote for each line item
2.9.	Works Tender – with quote in % of the estimated cost.
2.10.	Techno Commercial Bids
3.	INDENT CREATION
3.1.	Approve and reject Indent
3.2.	Split Single Indent into multiple Tenders
3.3.	Combine multiple indents into single Tender
4.	TENDER NOTICE CREATION
4.1.	It should be possible to float Tender notice in any format
4.2.	Notices should be visible to Vendors only after it is approved
4.3.	System should allow Archival of Tenders and allow retrieval when required.
4.4.	System should allow Cancelled Tender to be revived
4.5.	It should be possible to categorize Tender as New, Live, Archive, Cancelled, Opened, Completed etc. for ease.
4.6.	There should be provision for attaching images with Tender Notice
4.7.	The system should have the capability of assigning unique internal reference number to each Tender.
4.8.	There should be a facility for Online Pre-bid Meeting, if required.
5.	TENDER SETTINGS
5.1.	System should support Tenders with or without RFP cost
5.2.	System should support Tenders with or without EMD
5.3.	System should support Tenders with or without Pre-Bid Meeting
5.4.	System should support Tenders with or without pre-qualification phase
5.5.	System should support Tenders with or without Technical Bid
5.6.	System should have provision for inviting EOI and issuing RFP to only pre-qualified bidders of EOI
5.7.	System should have inbuilt check to ensure that incomplete bids in any manner is not accepted
5.8.	Bid withdrawal option should be available such that Vendor is allowed to withdraw bid, that they might have submitted on or before due date and time.

5.9.	System should have facility of sending emails to all Registered Vendors.
5.10.	System should have the ability to set maximum size of single file upload.
5.11.	System should have ability for uploading various types of documents
5.12.	System should have facility for Vendor Registration & Administration
5.13.	Bank should be able to blacklist a Vendor.
5.14.	System should make it possible to download Tenders free of cost also.
5.15.	System should maintain record of names of those Vendors who have downloaded the Tender document.
5.16.	System should make it possible to specify online brief description of the Tender to enable Vendors to view.
6.	TENDER UPLOAD
6.1.	System should allow upload of multiple documents for a Tender.
6.2.	System should have the facility of virus scan for uploading documents by the Vendors.
7.	TENDER CORRIGENDUM
7.1.	It should be possible to upload corrigendum and correlate them to the main Tender.
7.2.	Corrigendum should be maintained chronologically.
7.3.	Corrigendum should be made visible to all those who have already downloaded the original Tender.
8.	ONLINE PRE-BID QUERIES
8.1.	The system should allow Vendors to post any number of questions.
8.2.	It should be possible for Vendors to upload pre-bid queries within the timeline prescribed.
8.3.	The system should have the facility of masking the name of the Vendors who have raised the questions and should be visible only to Bank.
9.	ONLINE PRE-BID MEETING
9.1.	There should be a facility of replying to all or selected questions
9.2.	The system should not allow questions to be raised after pre-bid meeting date is over.
9.3.	The system should have facility to reject to reply to any question.
9.4.	The system should allow upload of replies to pre-bid meeting.
9.5.	The system should be able to publish minutes of the meeting.
10.	VENDOR REGISTRATION
10.1.	Only those Vendors who Register with Bank for each Tender shall have access to the Tender
11.	BID SUBMISSION
11.1.	System should allow online submission along with attachments

11.2.	Tender Opening links should not get activated before due date and time.
12.	BID OPENING
12.1.	System should support online Tender Opening where Vendors can participate online from their respective offices.
12.2.	In case of multi envelope Tender, it should not be possible to open the second stage envelope unless the first stage (envelope) is completed.
12.3.	System should have a provision such that Vendors can mark their presence online when they try to participate in online Tender opening event.
12.4.	System should have a provision that Bank can see the name of the Vendors who are present online at the time of online Tender Opening event.
12.5.	As each stage of e-Procurement gets completed the comparative chart of vendors should get auto generated.
12.6.	Rejected vendors should not qualify for next round automatically.
12.7.	System should have the facility to export data to spread sheets.
12.8.	System to support co-signing facility for bid opening, evaluation etc.
12.9.	System should have an option to select a bidder based on individual line item of requirement or on the basis of overall cost of items.
12.10.	Solution should have the flexibility to make desired combination of members to form a committee at any point of time before bid opening events.
12.11.	For Reverse Auctions Alias names should be auto generated for the Bidders and the same shall be visible to the Bank at the time of live event. Once RA has been completed, bidder's names should be visible to Bank.
13.	REVERSE AUCTION/FORWARD AUCTION
13.1.	System should have provision of Reverse / Forward, including Rank bidding, Anonymous & Alias bidder etc.
13.2.	System should have provision for Parameters Defining and Setting of Opening Price, Historic Price, Reserve Price, Landed & Base Price etc.
13.3.	The System should display and record Start and End Time.
13.4.	There should be Automatic and Manual Extensions and Closing rules.
13.5.	There should be facility of Uploading file attachments.
13.6.	There should be facility for Message Broadcast to Vendors during auction for information and clarification.
13.7.	Administration features like Roles and Rights, Checking login status of participants etc. should be available.
13.8.	The system should be capable of providing event-wise history, Vendor-wise, Product-wise, date-wise reports etc.
13.9.	System should have the provision to generate L1, L2, L3 chart dynamically.

13.10.	Audit Trail - logs should be available for all User Transactions and administrative actions.
14.	ADMINISTRATION
14.1.	Vendor administration
14.2.	Monitoring Roles and Rights Control
14.3.	Checking the login status of the participants
14.4.	Masking of Vendors' identity to others who are participating in the bidding process and/or during Reverse Auction.
14.5.	There should be facility of Broadcasting messages to Vendors during events for information and clarifications.
15.	REPORTS
15.1.	The System should be capable of generating detailed reports in Excel/HTML/PDF and any other format specified by Bank.
15.2.	The System should be capable of providing Event-wise bid history, Supplier-wise, Product-wise, date-wise, time-wise reports etc.
15.3.	The System should be configured to generate all reports by auto or schedule and send via SMTP on daily/Weekly/monthly/yearly as per the Bank's requirement.

Declaration:

1. We hereby confirm that we are having various certificates/bench mark testing standards for the items quoted to meet the intent of the RFP.
2. We hereby confirm that we have back to back arrangements with third party hardware & software for providing continuous and uninterrupted support to meet SLA obligations as per RFP Terms.

Place:
Date:

Authorized Signatory:
Name & Designation:
Business Address & email id:

Annexure E

Letter of Acceptance

(To be submitted on Bidder's Letter Head)

To

**The Asst. General Manager - IT
Central Bank of India,
1st Floor, DIT, Plot No. 26, Sector – 11,
CBD Belapur, Navi Mumbai - 400614**

Dear Sir,

Sub: RFP for Identification of Service Provider for e-Procurement & e-Auction Services.

With reference to the above subject, having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.

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

We also confirm that the offer shall remain valid for 120 days from the date of the offer.

We hereby undertake that supporting software supplied, if required, will be licensed, legally obtained and with latest version.

We understand that:

- i. The Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the RFP in full or in part without assigning any reasons whatsoever.
- ii. Bank is not bound to accept the lowest or any bid received, and may reject all or any of the bids.
- iii. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- iv. If our bid is accepted, we will be responsible for the due performance of the contract.
- v. Bank may accept or entrust the entire work to one Bidder or divide the work to more than one Bidders without assigning any reason or giving any explanation whatsoever.
- vi. Bidder means the successful bidder who is decided and declared so after examination of commercial bids.

We certify that we have provided all the information requested by the Bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the Bank is of the opinion that the required information is not provided or is provided in a different format.

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

ANNEXURE F

(To be submitted on Bidder's Letter head in a Separate SEALED Envelope)

COMMERCIAL BID

To
The Asst. General Manager - IT
Central Bank of India,
1st Floor, DIT, Plot No. 26, Sector – 11,
CBD Belapur, Navi Mumbai - 400614

SL No	Activity/Event	Charges per event (excluding GST) ₹
1	E-Procurement/E-Tendering	
2	Reverse Auction / Forward Auction	

PS: For arriving L1, please refer methodology mentioned in Point no.24 of the RFP.

1. The Price bid has to be submitted in Separate SEALED ENVELOPE ONLY.
2. The Per event charges is exclusive of all taxes i.e. GST (CGST/SGST/IGST), which will be payable at actual.
3. Bidder has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice. Any upward /downward revision in GST will be borne by Bank.
4. The rates will be valid for **two years** from the date of purchase order/letter of intent.
5. Bank will not pay any additional charges other than those mentioned above whatsoever the case may be.
6. Cost of on-going software maintenance / updates / patches / bug fixes / enhancements shall be borne by Bidder.
7. Bank will not evaluate and consider any terms and conditions mentioned in the commercial Bid. Bank reserves the right to disqualify the Bidder if any deviation is mentioned in the commercial Bid.
8. All prices are mandatory to be quoted else Bid is liable to be rejected.
9. In case of any discrepancy in total amount, the amount in words will be treated as final.

Place:
Date:

Authorized Signatory:
Name & Designation:
Business Address & email id:

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

Declaration/ undertaking regarding restrictions on procurement from a bidder of a country sharing a land border with India

To

The Asst. General Manager - IT
Central Bank of India,
1st Floor, DIT, Plot No. 26, Sector – 11,
CBD Belapur, Navi Mumbai - 400614

Sir,

We, M/s ----- are a private/public limited company/LLP/Firm (strike off whichever is not applicable) incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ----- (referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 and subsequent addendum dated 02nd July 2022 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

(Please strike off whichever is not applicable)

1. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India / ToT arrangement in sensitive technologies with an entity having beneficial ownership from a country which shares a land border with India; I/ we certify that _____ is not from such a country."

2. "I/ we have read the clause regarding restrictions on procurement / ToT arrangement in sensitive technologies with an entity having beneficial ownership from a country which shares a land border with India from a bidder of a country

which shares a land border with India; I/ we certify that _____ is from such a country. I hereby certify that _____ fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]"



CO:DIT:PUR:2024-25: 408

RFP for Identification of Service Provider for Providing E-Procurement Services

In case the work is awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of the Bank.

Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfils all requirements in this regard and is eligible to be

considered. [Valid registration by the Competent Authority is attached herewith.]”

2. We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process.

We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us or through our Authorized person, after having read and understood the terms of RFP and the Office Memorandum and Order.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)



Annexure H

(To be submitted on Bidder's Letter Head)
Undertaking

Place:
Date:

To

The Asst. General Manager - IT
Central Bank of India,
1st Floor, DIT, Plot No. 26, Sector – 11,
CBD Belapur, Navi Mumbai - 400614

We _____ (bidder's name), hereby undertake that-

- 1) As on date of submission of tender, we are not blacklisted by the Central Government / any of the State Governments / PSUs in India or any Financial Institution in India.
- 2) As on date of Submission of tender, we have no contracts which were not satisfactorily completed with the Banks and not debarred by any bank from participating in future tenders.
- 3) We are not NPA borrower with any of the Bank or financial institution in India.
- 4) We are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to Bank.
- 5) We will adhere to sustainable sourcing practices including but not limited to the use of environmentally friendly materials, ethical labor practices and compliance with relevant local and international regulations. Further, we will provide documentation or certifications demonstrating their commitment to sustainable sourcing upon request.
- 6) We hereby agree and undertake to abide by / comply with all the terms and conditions, including Scope of work, Eligibility & other requirements, Solution specifications/requirements, stipulated by the Bank in this RFP and subsequent addendum, corrigenda and any deviation may result in disqualification of my bid.

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the Company)
Date

Annexure I

(FORMAT OF PERFORMANCE BANK GUARANTEE)

The General Manager -IT
Central Bank of India,
DIT, 1st Floor, Plot No. 26, Sector 11,
CBD Belapur, Navi Mumbai- 400 614

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

Dated (herein after referred to as "PO")
for.....

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. Dated for.....

.....(herein after referred to as "RFP"), the vendor is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank in India in your favour for Rs./- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

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

AND WHEREAS at the request of Bidder, WE, , a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 having it's Of fice at

..... and a branch interalia at India have agreed to issue the BANK GUARANTEE.

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

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

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

(Rupees

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

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

10. The Bank Guarantee shall not be affected by any change in the constitution of the vendor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the vendor in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the vendor shall have no claim against us for making such payment.
13. Notwithstanding anything contained hereinabove;
 - a) Our liability under this Guarantee shall not exceed ₹. /- (Rupeesonly)
 - b) This Bank Guarantee shall be valid and remain in force up to and including the date (last date of BG)
 - c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before..... (the last date of claim period of three months).
14. We have the power to issue this Bank Guarantee in your favor under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the day of, 20.....

For and on behalf of
Branch Manager Seal and Address

Annexure J

Non-disclosure Agreement

Ref : Tender Number CO/DIT/PUR/2024-25/408 Dated 17.07.2024 RFP for Identification of Service Provider for providing E-Procurement Services.

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

BETWEEN

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

AND

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

and **BANK** 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 -----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----- (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.

1. **Non-disclosure:** The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.
Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.
3. **Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.
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

RFP for Identification of Service Provider for Providing E-Procurement Services 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:

For and on behalf of

CENTRAL BANK OF INDIA

Name of Authorized signatory:

Designation:

Annexure K
PRE CONTRACT INTEGRITY PACT

(Each Participating bidder/s shall submit Integrity Pact as per attached Annexure-K duly stamped for Rs. 600/- (Six Hundred only) or as per the rates notified at place of execution of agreement. Integrity pact should be submitted by all participating bidders at the time of submission of bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time schedule prescribed by Bank may be relevant ground of disqualification for participating in Bid process).

1.GENERAL

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

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

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

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

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

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

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

procurement, and

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

COMMITMENTS OF THE BUYER

3. The BUYER commits itself to the following:-

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

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

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

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

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

4.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or

other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the BUYER.

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

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

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

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

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

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

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

5. PREVIOUS TRANSGRESSION

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

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

6. EARNEST MONEY (BID SECURITY)

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

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

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

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

7. SANCTIONS FOR VIOLATIONS

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

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

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

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

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

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

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

from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

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

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

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

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

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

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

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

8. FALL CLAUSE

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

9. INDEPENDENT EXTERNAL MONITORS

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

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

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

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

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

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

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

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

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

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

10. FACILITATION OF INVESTIGATION

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

11. LAW AND PLACE OF JURISDICTION

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

12. OTHER LEGAL ACTIONS

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

13. VALIDITY

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

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

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

BUYER

BIDDER

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place

Date –

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

ANNEXURE-L

(To be submitted on Bidder's Letter Head)

UNDERTAKING IN RESPECT OF INFRASTRUCTURE/ ACCESS CONTROL/ SCOPE OF WORK/ OTHER REQUIREMENTS

To

The Asst. General Manager - IT
Central Bank of India,
1st Floor, DIT, Plot No. 26, Sector – 11,
CBD Belapur, Navi Mumbai - 400614.

Dear Sir,

We hereby undertake that,

A) INFRASTRUCTURE

- 1- We have our own Hardware, Software, Database, connectivity and other Infrastructure for proposed e-Tendering Solution (e-Procurement, Reverse Auction, Forward Auction), stationed in India.
- 2- The System works with the Digital Certificates Class III issued by any of the licensed Certifying Authorities in India.
- 3- The entire data is held in encrypted form (minimum of 256 bit encryption) and the Data would be provided on CD/DVD on a quarterly basis.
- 4- The system incorporates Data Intrusion System, Firewall, Online Virus Scanning to prevent unauthorized and malicious access apart from normal measures already in place for the same.
- 5- We undertake a Quarterly uptime of minimum 99% for the entire Solution.

B) ACCESS CONTROL

- 1- Access to the System will be by way of User-Id & Password through digital signatures for all Tenders to dully authorized by Bank Officials.
- 2- The system has a minimum of 2 levels of Access Control.
 - i) Administrator – who will be the Super User and create Internal Users
 - ii) Tender Owners – Users who will create Tenders, create Corrigendum, attend pre-bid meetings, download Tender documents of Vendors, evaluate etc. and who can approve Tenders / Corrigenda.
- 3- The system supports multiple users without any restriction of number of Users.
- 4- Creation of User ID's is automated and is without interference from the Bank/ASP.
- 5- The Tender document is not uploadable unless one of the Administrators of Bank approves the document for upload.

C) SCOPE OF WORK

- 1- We have a well-organized Help-line during Events
- 2- The Solution will be suitably customized for Bank's Technical and Functional Requirements and the Application would be ready for UAT by Bank within 7 days of acceptance of the Purchase Order (PO) / Letter of Intent (LOI).
- 3- We will ensure regular backup on Daily /Weekly/Monthly/Yearly basis.
- 4- We have 256 bit AES (Advanced Encryption Standard) encryption for data at rest and data-in-flight during backup and replication

- 5- We will ensure periodic testing of Back-up for data integrity and availability and the same will be confirmed to the Bank.

D) OTHER REQUIREMENTS

- 1- E-procurement Solution offered by us conforms to the requirements of CVC guidelines, Guidelines for Compliance to Quality requirements of e Procurement Systems (GCQE) issued by Government of India.
- 2- Proposed E procurement Solution is STQC certified and certification is valid as on date of bid submission.
- 3- All the data is maintained & preserved keeping in line with the provisions of the IT Act 2000 and it's subsequent amendment 2008 Act.
- 4- The Application offered by us ensures that the tender documents issued to /downloaded by bidders are complete in shape as per the approved tender documents including all its corrigenda.
- 5- The Application offered by us detects and alerts about the missing pages/files/documents, if any, to the tenderer, before Bid Submission.
- 6- The Application offered by us ensures that all the corrigenda issued by the Competent Authority are being fully communicated in proper fashion to all bidders including those who had already purchased/downloaded the bid documents well ahead of the due date and before uploading the corrigendum.
- 7- E-procurement Solution offered by us can be customized to process all type of tenders viz Limited /Open /Techno Commercial/Global Tenders and has facilities for evaluating/loading of bids, strictly in terms of criteria laid down in bid documents.
- 8- Solution offered by us has sufficient safeguards to deal with failed attempt blocking.
- 9- We also confirm that we ensure to comply with the Rule 144 (xi) in the General Financial Rules (FGRs) 2017 i.e. No procurement shall be made in violation of restrictions as imposed by Government of India.
- 10- The proposed Solution, hardware / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done). Further we undertake that the proposed Software/ Hardware and Services which will be delivered or provided under this Agreement are not infringing any IPR such as patent, utility model, industrial design, copyright, trade secret, mask work or trade mark.

Yours faithfully

(Signature of the Bidder)

Name

Designation

Seal

Date:

Business Address:
