RFP Reference No: CBI/CO/CAD/BS/RFP-CONS/1/2017-18

Request For Proposal

(RFP)

for

Appointment of
Consultant for
Implementation of Goods and Service Tax (GST) and Advisory Services Relating to Periodical Compliances in CENTRAL BANK OF INDIA

Date: 10.04.2017

Central Bank of India
Central Accounts Department
Central Office
4th Floor, Chandermukhi Building
Nariman Point, Mumbai-400021

Request for Proposal (RFP) for
Appointment of Consultants for implementation of
Goods and Service Tax (GST) and
Advisory Services Relating to Periodical Compliances in Central Bank of India

RFP reference	CBI/CO/CAD/BS/RFP-CONS/1/2017-18 dated 10.04.2017
Purpose	Request for proposal for appointment of Consultant for Implementation of Goods and Service Tax (GST) and Advisory Services relating to Periodical Compliances in the Bank.
Date of Issue	10.04.2017
Last Date and Time for Submission of Queries by email	Date: 17.04.2017 Time: 5:00 p.m. ('agmcad@centralbank.co.in' copy to 'gmcad@centralbank.co.in')
Date and time for issuing clarifications to queries by the Bank	Date: 19.04.2017 Time: 05:00 PM
Last date and time for submission of bids	Date: 25.04.2017 Time: 4:00 pm
Date of Presentation	Date of presentation will be communicated separately only to eligible firm through e-mail.
Address for submission of bids	The General Manager (Accounts), Central Bank of India, Central Accounts Department, 4th Floor, Chandermukhi Building, Nariman Point, Mumbai – 400 021
Date, time & venue for opening of technical bids	25.04.2017 at 04:30 PM Venue Central Bank of India, 4th Floor, Chandermukhi Building,Nariman Point, Mumbai – 400 021

The eligible bidders, who would qualify as per the eligibility criteria in Clause 5 would be informed by the Bank through e-mail. Subsequently, these eligible bidders would be invited for presentation to the appointed internal committee. The technical proposals including presentation shall be evaluated based on parameters given in Clause 11 and the bidder securing minimum 70% as per the scoring given in Clause 11 shall be considered as qualified for opening of financial bid which shall be opened subsequently.

Note: 1. This Bid Document is not transferable.
2. Cost of RFP Rs 10,000/- (Rupees Ten Thousand only).
3. Earnest Money Deposit (refundable) of Rs 3,00,000 (Rupees Three Lakhs only) in the form of Demand Draft in favour of 'Central Bank of India' payable at Mumbai.
2. This Bid Document is the property of Central Bank of India.

GENERAL MANAGER (ACCOUNTS)
CENTRAL BANK OF INDIA
CENTRAL OFFICE, MUMBAI

Request for Proposal (RFP) for
Appointment of Consultants for implementation of
Goods and Service Tax (GST) and
Advisory Services Relating to Periodical Compliances in Central Bank of India

- Bank means Central Bank of India including its Branches, Regional Offices, Zonal Offices, Processing Centers/Hubs, Cells and all other units and establishments, etc.

DISCLAIMER

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

This RFP Document is not an agreement and is not an offer or invitation by CBoI to any parties other than the applicants who are qualified to submit the bids (" Bidders"). The purpose of this RFP document is to provide the Bidders(s) with information to assist the formulation of their proposals. This RFP document does not claim to contain all the information each bidder may require. Each bidder should conduct its own independent investigation and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent information.

CBoI makes no representations or warranty and shall incur no liability under any law, statute , rules or regulations as to the accuracy, reliability or completeness of this RFP Document. CBoI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

CBoI reserves the right to reject any or all the bids / proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of CBoI in this regard shall be final, conclusive and binding on all the parties.

Subject to any law to the contrary, and to the maximum extent permitted by law, CBoI and its officers, directors, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on it.

1. Overview of Central Bank of India:

Central Bank of India is a large Public Sector Bank established in the year 1911. Presently, the Bank has network of 4700+ Branches and 5200+ ATMs spread across various geographical locations across the country. The Bank offers wide range of products and services to both Corporate and Retail Customers. The Bank also provides services to its customers through alternate delivery channels such as Internet Banking, Debit Cards, Mobile Banking, etc. All branches of the Bank have been brought under Core Banking Solution to render efficient customer service. Central Bank has been playing an increasingly active role in promoting the key thrust areas of agriculture, small scale industries as also medium and large industries.

2. Context of the assignment :

Pursuant to 122nd constitutional amendment for implementation of Goods and Service tax (GST), the Government has proposed to implement Goods and Service tax (GST) with effect from 01.07.2017. GST will replace Central Excise duty, Service tax, States Sales Tax or VAT, Entry Tax, Luxury Tax, Entertainment Tax (except to the extent levied by local bodies). GST is a landmark robust reform for Indian economy reducing the cascading effect of tax on the cost of goods and services. There will be complete overhaul in current indirect tax system namely Tax Structure, Tax Incidence, Tax Computation, Tax Payment, Reporting etc. It will have impact on all the aspects of the business operations for instance, pricing of products and services accounting, change in invoice formats, payment system and tax compliance systems.

Now, the Central Bank of India with its 4700+ branches and other administrative offices has to comply with all the regulations and requirements under GST law.

Towards this end the Bank proposes to engage professional consultants for seam less implementation of GST within the timelines indicated by GOI by placing all the changes required (both documentary as well as technical requirements) to make the Bank fully compliant with the GST Laws and regulations effectively and related periodical compliances.

3. Terms of Reference :

The objective of this assignment is to assist the Bank to implement and provide advisory services in connection with GST as well as effective administration, monitoring and providing support for periodical Compliances as per Standards notified by CBEC and other regulatory guidelines as and when issued. The consultant also needs to suggest required changes to DIT of the Bank/Software developers on behalf of the bank so as to make the Bank as fully GST compliant.

3.1 Scope of the Assignment

Scope of the Assignment: Implementation of GST

Phase I – diagnostic Study and Impact Assessment

1. Briefing the bank about the draft law, rules and other relevant guidance on GST.
2. Studying the current business model, reviewing the operating structure and business transactions undertaken by the bank from indirect tax perspective, based on discussions with bank's business and non-business departments.
3. Analysing the GST implications and identifying potential compliance risk areas on the entire set of direct and indirect business transactions undertaken by the bank.
4. Identification of gaps and impacts in current business model under GST regime. Submit the report on gaps as well as impact on pricing, revenue and margin, etc.
5. To assess impact on existing centralized applications and accounting practices used by the banks and also impact/changes in existing vendor contracts entered by the bank.
6. To analyse services rendered at various stages at branches/offices/bank across India and assess its impact.

Phase II – Road Map and implementation of GST in Central Bank of India

1. Analysing the current system, policies and procedures and

formulate suggestive policies, business requirement documents in compliance with GST.
2. The consultant to provide assistance to plan and carry out activities, in compliance with GST requirements.
3. Suggest required changes in business processes for optimizing GST compliance.
4. Working with Tax Section of the Bank and guiding the concerned business teams about implication of GST.

Phase III – System Changes based on GST act finally notified by GOI

1. To study existing capability of IT systems and processes from proposed GST implementation.
2. Provide input in terms of required technological changes to DIT for capturing required data for the purpose of compliance under GST.
3. Assist in developing suitable Management Information System (MIS) full compliance with GST law.
4. Assist on transitional provision.

Phase IV – Other Assistance required for implementation of GST

1. To provide functional requirements for changes in IT system.
2. Coordinating with the software developers/vendors to ensure that the software developed is in full compliance.
3. Validation of software developed by the bank/ the vendor to suit the requirements of the bank to comply GST requirements.
4. To assist bank in UAT testing of IT testing.
5. To advise bank on required modifications in existing software or development of new functionality or procurement of software if required to comply with GST law and rules.
6. Assist in developing necessary tools for review, monitoring, reporting and compliance with reports required in GST.
7. Advising and documenting training requirements, communications and manuals.
8. Assisting the Bank for transition to GST upto the actual date of implementation including handholding, compliance with GST (including but not only limiting to filing GST returns, availing and matching of input credit, etc.) for a period of following two quarters from actual date of implementation.

Scope of the Assignment – Consultancy for GST

Phase I – Advisory Service

1. Advising the bank relating to accounting and changes to be made existing accounting structure relating to output tax, CENVAT credit and reverse charge mechanism.
2. Provide opinion on valuation and taxability of various income streams.
3. Provide opinion on valuation and taxability of import and export of services/goods.
4. Work with the Bank and formulate suitable system on valuation and taxability of Forex transactions/ interbank transactions/ actionable claims/ securities and derivative transactions/ Exchange of Foreign currencies and such other transaction required/ dealt with under proposed GST laws.
5. Advising on other transitional provisions w.r.t. Service Tax and other local taxes submitted in GST, etc.
6. Provide Opinions/comment/clarification on queries raised by the Branches/Offices and other units of the bank.
7. Guidance and review of various circulars and other notifications to the circles/branches in respect of GST/IGST/SGST/UGST and related matters.
8. Advising determination of Point of Taxation, place of provision of service or any other applicable rules with respect of GST.
9. To review, advise amendments/developments in IT system of the bank with respect to input tax credit under GST.
10. Advising bank about the mode of collection of tax.
11. Advising bank on various compliance issues relating GST from time to time.
12. To advise requirements on preparation of periodic returns, review and verification under GST.

Phase II – Validation of tax liability

1. To validate monthly GST Liability and claim of input tax credit computed by the bank under GST.
2. Validation of monthly payment of GST and claim of input credit and filing of periodical returns, etc.
3. Verify completeness of data generated through system for GST compliance purpose.
4. To provide regular guidance, views, reviews and filing of returns and/or revised returns.

5. To assist in reconciling the aggregate returns of GST with bank's financial statements.

Phase III – Assistance in Audit/Assessment/Appeal Proceedings

1. To review and validate the data submitted to various authorities for the purpose of audit.
2. To advise on various issues arising during audit by any GST authority and preparing the Draft reply to queries raised.
3. To appear before various GST authorities or any other authority and respond to the queries raised.
4. To draft reply to demands, show cause notices received by the bank and assist in preparing draft appeal to be filed with any appellate authority.
5. Represent before GST authority in connection with the assessment proceedings and related matter.
6. Draft appeal papers and file appeals before appellate authority on behalf of the bank under GST.
7. Represent before GST authority in connection with prior period even for the period before commencement of the consultancy.
8. Briefing Counsel for appearing before other Appellate Tribunal wherever required by the bank.
9. Briefing Counsel for obtaining opinion wherever required by the bank.
10. Review of Adjudication/Assessment/Appeal orders passed by the Adjudicating/Assessing Authorities.
11. Preparation of letters to the respective authorities in response to the same.
12. Detailed computation of interest levied and granted by the Assessing Officer/s.
13. Review of Orders passed by the High Court for various assessment years.
14. Review the refund applications and appear before authorities for such refund application, Assistance in Audits.

(The above list is inclusive and not exhaustive i.e. Terms of reference shall include providing professional assistance for all activities required for the Implementation of Goods and Service Tax (GST) and Related Periodical Compliances in the Central Bank of India as per CBEC and other regulatory guidelines as and when issued.)

3.2 Clarification of Queries:

A prospective Applicant requiring any clarification of this RFP may notify Central Bank of India in writing by E-mail at agmcad@centralbank.co.in with a copy to gmcad@centralbank.co.in as per the timeline given elsewhere in this RFP docment.

Response (if any) by the Bank will be placed on Bank's Website without identifying the source of the query.

3.3 Due Diligence:

The bidder is expected to examine and understand all instructions, forms, terms and specifications and the scope of work detailed in this RFP. Bids shall be deemed to have been submitted after careful study and examination of the contents of this RFP including the scope of the assignment with full understanding of its implications and requirements. The bids should be precise, complete in all respects and to be submitted in the prescribed format as per the requirement of this RFP only. Failure to furnish all information required by this RFP or submission of a bid not responsive to this RFP in every respect will be at the applicant's risk and may result in rejection of the bid for which the Central Bank of India shall not be held liable under any circumstances.

3.4 Amendment of RFP:

a) Central Bank of India reserves the sole right for including any addendum to this entire bid process. The bidders shall not claim as a matter of right for requiring Central Bank of India to do the aforesaid.

b) At any time before the deadline for submission of bids/offers, Central Bank of India may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidders, modify this RFP Document.

c) All prospective bidders who participate in this RFP shall keep themselves aware of any or all such modifications by regularly visiting the website of Central Bank of India as all changes/ modifications shall be informed through Central Bank of India website only, and all such amendments shall be binding on them and shall form an integral part of this RFP for the intended purpose.

d) If required in order to allow prospective bidders reasonable time to take the amendment into account in preparing their applications Central Bank of India, reserves the rights to extend the deadline for the submission of bids. However no request from the bidder, shall be binding on Central Bank of India in this regard.

4. Tenure of the assignment:

This assignment is expected to be completed by 30.04.2019

The term may be extended, solely at the discretion of Central Bank of India, only on satisfactory review for such period as may be decided by the Central Bank of India.

In case Central Bank of India desires to seek further support in implementation or wants to extend the scope of this project, beyond the above scope, it may at its discretion, extend the duration of the project at similar commercial terms (or on such commercial terms mutually agreed between the Bank and the consultant). If the consultant fails to complete the above scope of work of this assignment as per the time frame prescribed in the RFP and extension if any allowed, it will be treated as a breach of contract. The bank reserves the right to cancel the order in the event of delay.

Consultant must provide professional, objective and impartial advice at all times and hold the Bank's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

Bank does not envisage any postponement of roll out of GST beyond July 1, 2017, in case of such eventuality, the implementation of GST in the Bank will also get deferred without entailing any further cost.

5. Eligibility Criteria:

5.1 Applicants must read carefully the eligibility criteria provided below. Proposals of only those applicants who satisfy these conditions will be considered for evaluation process. To be eligible for evaluation of its Proposal, the Applicant shall fulfill the eligibility criteria given below.

5.2 The Eligibility Criteria will apply to the Bidder along with its Affiliates/Group Companies/Member Firms working under the common brand name should have neither failed to perform on any agreement during the last three years, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or arbitration awarded against the Applicant or its Affiliates or its member firms, nor been expelled from any project or agreement nor had any agreement terminated for breach by such Applicant or its Affiliates or Member Firms.

Eligibility Criteria and documents to be submitted by the Bidder:

SECTION I

Sl No	Mandatory Eligibility Criteria	Documents to be submitted
1	The Bidder should be Private Limited Company/Public Limited Company/ Partnership Firm/LLP of Chartered Accountants and should have been registered with ICAI or incorporated in India and practicing continuously in India for the last 15 years as on 31.03.2017.	Certified copy of the Constitution Certificate issued by Institute of Chartered Accountants of India for Partnership Firm/LLP of Chartered Accountants or the Certificate of Incorporation issued by the Registrar of Companies and Certificate of Commencement of business issued issued by the Registrar of Companies (For Private & Public Limited Company).
2	The Bidder should have Minimum 10 employees (of which 5 should be Qualifying Partners), and at least 2 DISA/CISA qualified staff on its payroll (as on 31.03.2017). All Qualifying Partners must be associated with the firm for a period not less than 3 years as on	Self-certification with details of CAs and their positions in the firm/LLP. Copy of respective partner's/employee DISA/CISA certificate. Self-declaration with supporting documents.

	31.03.2017	
3	Bidder should be regular Practitioner/Consultant for Indirect Taxes and related matter at whole organization level of at least two Banks/Financial Institutions during past five years (i.e. 01.04.2012 onwards), (Other than RRB and Co-operative Bank)	Copy of appointment letter / experience certificate from client evidencing the same.
4	Bidder should have conducted during last ten years, Annual Statutory Central Audit of any public/private sector banks. (Other than RRB and Cooperative Bank)	Copy of appointment letter / experience certificate from client evidencing the same.
5	The bidder should not have been banned/ declared ineligible for corrupt and fraudulent practices by the Govt of India/State Govt/RBI/ICAI and should not have any disciplinary proceedings pending against the applicant firm or any of the partners with ICAI/RBI.	A self-declaration by the Bidder on Company's letter head.
6	The Bidder's firm should not be owned or controlled by any Director or Employee (or Relatives) of Central Bank of India.	A self-declaration by the Bidder on Company's letter head.

SECTION II:

S.No	**Preferable Eligibility Criteria**	**Documents Required**
1	Experience of conducting Information Technology Audit/System Audit of any Financial Institutions/Bank	Copy of appointment letter / experience certificate from client evidencing the same.
2	Bidders having full-time office in Mumbai.	Self-declaration along with supporting documents.

6. <u>Conflict of Interest</u>

6.1. Central Bank of India requires that the selected consultants should provide professional, objective and impartial advice, and at all times hold Central Bank of India's interest paramount, strictly avoid conflicts with other assignment(s)/job(s) or their own corporate interests, and act without any expectation/consideration for award of any future assignment(s) from Central Bank of India.

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

(i) Conflicting Assignment/Job: The consultant (including its personnel or any of its affiliates and member firms shall not be hired for any assignment/job that, by its nature, may be in conflict with another assignment/job of consultancy to be executed for the same and/or for another employer.

(ii) Conflicting Relationships: The consultant (including its personnel having a business or family relationship with a family member of Central Bank of India's staff who is directly or indirectly involved in any part of (i) the preparation of the terms of the reference of the assignment/job, (ii) the selection process for such assignment/job, or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from such a relationship has been resolved in a manner acceptable to Central Bank of India throughout the selection process and the execution of the contract.

6.3 Employees of Central Bank of India shall not work as, for or be a part of the firm of selected consultants.

7. Application process :

The application process is as follows:

a) The application form will be made available in the Central Bank of India website www.centralbankofindia.co.in.
b) Consultancy firms proposing to undertake this assignment should submit their proposals in 2 separate and sealed envelopes containing Technical (Technical Bid) and Commercial (Commercial Bid) proposals super scribed with "Request for proposal for appointment of Consultants for implementation of Goods and Service Tax (GST) and Advisory Services Relating to Periodical Compliances in Central Bank of India – Technical Bid" and " Request for proposal for appointment of Consultants for implementation of Goods and Service Tax (GST) and Advisory Services

Relating to Periodical Compliances in Central Bank of India – Commercial Bid".

i. **Technical Proposal:** This should include the details of the overall approach for implementation of Goods & Service Tax in Central Bank of India as mentioned in Section 2 and 3(1.1) of this RFP. The approach should have a clear layout of the conceptual design and the implementation stages till final compliance of GST by the Bank. The technical proposal should also include details of the team, its composition and key executives, authorised signatory(s) proposed in various stages of the project. The integrity Pact as per **Annexure –I** should be duly filled and signed in a stamped paper with a value of Rs. 200/- to be submitted along with Technical bid.

ii. **Commercial Proposal:** This should include the financial quote covering the total fees/ cost for the assignment for the entire duration of the project. The financial quote should be in Indian rupees and should include all expenses proposed other than taxes.

(Only Service Tax is payable extra, if any component is liable for VAT, only VAT will repaid extra and not the Service Tax. In no case, both VAT and Service Taxes are paid on any item or part thereof. If VAT and Service Taxes are replaced by any other legislation like GST, the applicable taxes as per the new legislation will be paid instead of Service Tax or VAT.)

c) The sealed covers containing the Technical offer and the Commercial offer should in turn be put in a sealed outer envelope to be super-scribed as "Technical and Commercial bids for appointment of Consultants for implementation of Goods & Service Tax and Advisory Services Relating to Periodical Compliances in Central Bank of India.

d) The Fee quoted above is inclusive of all out of pocket expenses.

e) Bidder is required to quote separately for each scope of work i.e. (i) Implementation of GST and (ii) Consultancy for GST. Scope covered in implementation of GST is one time work and accordingly a lump sum fee for the entire scope is required to be given. For the scope of work covered under Consultancy for GST, monthly fees to be given.

f) One time cost for assisting the Bank for implementation/ transition to GST up to the actual date of implementation and including hand-holding, compliance with GST (including but not limited to filing of GST Returns, Availing and Matching of Input Credit etc) for a period of following two quarters from the date of implementation.

g) Selected bidder will have to give an undertaking to maintain confidentiality of the information / documents obtained by them during the course of implementation of the assignment as per **Annexure F**.

h) The Bank reserves the right not to accept any bid, or to accept or reject a particular bid at its sole discretion without assigning any reason whatsoever.

i) The cost of bidding and submission of bid documents is entirely the responsibility of bidders, regardless of the conduct or outcome of the tendering process.

j) Central Bank of India shall not be responsible for postal delay, misplacement, loss or premature opening if the outer envelope is not sealed and/ or marked as stipulated. This circumstance may be a cause for rejection.

8. Tender Schedule and contact details:

Sl. No.	**Schedule of activities leading up to award of assignment for consultancy for implementation of Reporting system and Ensuring compliance under Goods & Service Tax (GST) in the Central Bank of India.**	**Date / Time**
(i)	Release of RFP document	10.04.2017
(ii)	Last date for receipt of queries (if any) from prospective bidders by email	17.04.2017 5 p.m.
(iii)	Reply to Queries – Date & Time	19.04.2017 5:00 p.m.
(iv)	Last date for receipt of bids	25.04.2017 4.00 pm

(v)	Date of Opening of Technical Bids at Central Bank of India, 4th Floor, Chandermukhi Building, Nariman Point, Mumbai.	25.04.2017 4:30 p.m.*

* In case the Bank does not function on the aforesaid date due to unforeseen circumstances or holiday then the bid will be opened at 4:30 PM at the same venue on the next day.

The bid should be submitted in the tender box kept at the following address:

"General Manager,
Central Bank of India, Central Office,
4th Floor, Chandermukhi Building,
Nariman Point, Mumbai"

All communication with respect to this RFP should be addressed to:

The General Manager
Central Bank of India, Central Office,
4th Floor, Chandermukhi Building,
Nariman Point, Mumbai -400021
Phone: 022-66387711; 022-66387713
Fax No.022-66387727
E-mail Id: gmcad@centralbank.co.in;
agmcad@centralbank.co.in
Website: www.centralbankofindia.co.in

9. Amendment:

At any time before the last day for submission of bids, the Bank may at its discretion amend the RFP including extension of deadlines for the submission of bids. Any such amendment will be notified on the website of the bank and will be binding on all the bidders.

10. RFP purchase:

The interested eligible bidder may collect the RFP from the address given in point 8 above on payment of non-refundable fee of Rs. 10,000/- in the form of a Demand Draft issued by a Scheduled commercial bank favouring Central Bank of India payable at Mumbai. Alternatively RFP documents can be downloaded from the Central Bank of India website www.centralbankofindia.co.in in which case the bidder will have to pay along with the technical proposal (in a separate cover) a non-refundable fee of Rs.10,000/- by way of Demand Draft as mentioned above. Bids not accompanied by the Demand Draft of requisite amount shall be rejected.

11. **Evaluation Criteria:**

i. The evaluation of consultants will be done by an Evaluation Committee based on a three step process:-

a) Qualifying bidders will be invited for a presentation. Technical scores will be given based on the bid submission and presentation.

b) Post the presentation, Consultants scoring a minimum of 70% marks in the technical bid will qualify for commercial evaluation and their commercial bids will be opened.

c) For final award of the assignment, a combined evaluation shall be done by applying a weightage of 75 and 25 for the technical and commercial scores according to the following formula for those found qualified in the technical bidding.

Example, Combined score of Bidder A = 75 (Technical score of Bidder A / Highest Technical Score of all Qualified Bidders) + 25 (Lowest financial Bid of all Qualified Bids/ Commercial bid of Bidder A)

Shortlisted consultants will be ranked on the basis of the above combined score. The consultant securing highest combined score shall be recommended for award of the contract.

ii. **Scoring methodology:** The technical scoring of the proposals will broadly be on the following criteria:

S. No	Evaluation Parameter	Max. Marks	Marking System		Marks Obtained
1.	Firm Establishment	15	**Criteria**	**Max Marks**	
			Practicing continuously in India for the last 15 years as on 31.03.2017	10	
			1 Mark for each completed additional year of practice subject to max of 5 marks	5	
2.	Adequacy of Manpower to take care of Bank's requirements for successful implementation	15	**Criteria**	**Max Marks**	
			For 10 full time Professional staff in India out of which 5 Qualifying Partners associated with the firm for a period not less than three years	10	
			1 Mark for every additional partners having qualified CA or expert in tax subject to maximum of 5 marks	5	
3.	Domain Knowledge and Experience	20	**Criteria**	**Max Marks**	
			Regular Practitioner/Consultant for Indirect Taxes and related matter at whole organization level of atleast 2 Banks/Financial Institutions.	10	
			2 Marks for every assignment with additional Banks/FIs subject to maximum of 10 marks.	10	
4	Additional Statutory	10	**Criteria**	**Max Marks**	

	Central Audit		Annual Statutory Central Audit of any public/private sector banks (Other than RRB and Co-operative Bank)	6	
			1 Mark each for every assignment with additional banks (Public/Pvt) subject to maximum of 4 Marks.	4	
5	Knowledge in the area of Information Technology	8	**Criteria**	**Max Marks**	
			For atleast 2 DISA/CISA qualified staff on its payroll and have adequate knowledge on information technology	4	
			1 Mark each for every additional partners having DISA/CISA qualification subject to maximum of 2 Marks	2	
			Experience of cond-ucting Information Technology Audit /System Audit of any Financial Institutions /Bank	2	
6	Miscellaneous	2	Firm having full-time office in Mumbai	2	
	Total Part I	**70**			
	Part II				
7	Presentation	30	Shall be evaluated by the committee identified for this purpose.		
	Total Part I +Part II	100			

(*) The bidder shall include the Bidder along with its Affiliates/Group companies/Member Firms working under the common brand name and engaged in similar activity of accounting advisory/financial services, registered in India.

Firms fulfilling all the eligibility criteria mentioned in Clause '5' would only be considered for scoring given above.

12. General terms and conditions to contract:

Bidder should examine the documents constituting this RFP in detail to prepare the Proposal. In case of deficiencies in the information required/ requested, the proposal may be rejected.

i) Non transferable Bid :

This bid document is not transferable. Only the bidder, who has purchased this bid form, is entitled to quote and to execute the job, if allotted. There will not be any type of outsourcing.

The bidder should also submit an undertaking to the effect that he has not made any modification in the original copy of RFP and his bid would be liable for rejection for any violation of the above.

ii) Format and signing of Bid :

Each page of the bid shall be made in a legal name of the bidder and shall be signed and duly stamped by the bidder or a person duly authorized to sign on behalf of the bidder.

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

a. The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) of Rs. 3,00,000/- (Rupees Three Lakh Only) by way of Demand Draft drawn on any scheduled bank in favour of Central Bank of India, payable at Mumbai and should be furnished along with the Technical Bid.
b. Bank Guarantee in lieu of the EMD may be submitted and the same should be valid for the minimum period of 6 months with additional claim period of 3 months from the last date for submission of offer. The format for submission of EMD in the form of Bank Guarantee is as per **Annexure -J**.
c. Submission of EMD other than along with the Technical Bid is liable to be rejected on grounds of non-submission of EMD.
d. No interest shall be payable on the EMD.
e. The EMD of the Bidders not qualified under Technical Proposal will be returned within 15 days

after opening the commercial bid of the technically qualified bidders. The EMD of Technically Qualified bidders will be returned upon the selected bidder accepting the order and furnishing the Performance Bank Guarantee.

f. The EMD may be forfeited/ Bank Guarantee may be invoked:
   i. If the bidder withdraws or amends the bid during the period of bid validity specified in this document.
   ii. If the selected bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish Performance Guarantee in accordance with the terms of the RFP or to deliver the relevant services within the stipulated period or fails to comply with any terms of the RFP or Purchase Order.

Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.

iv) <u>Technical Bid</u> :

<u>The Technical Bid should contain the following information</u>:

a. Covering letter as per **Annexure- A** of this document.
b. Proposal form as per **Annexure -B** of this document.
c. Bidder Firm's Profile along with necessary documentary evidence required for the present RFP engagement and all relevant enclosures as detailed in **Annexure C** of this document.
d. Integrity Pact as per **Annexure –I**
e. EMD of Rs.3,00,000/- (Rupees Three Lakh Only) by way of Demand Draft favouring Central Bank of India, payable at Mumbai or Bank Guarantee in lieu of EMD as per **Annexure-J.**
f. Description of the methodology and work plan for performing the assignment.
g. List of the key professionals and the support staff for each phase of the assignment as per **Annexure-G**.
h. Any additional information including assumptions that the Consultant team may think fit but not included elsewhere in the proposal, which will help the Bank to assess the capabilities of the consultant.
i. Demand Draft / Pay order of Rs.10,000/- (Rupees Ten thousand only) favouring "Central Bank of India" as fees

for participating in tender, where the RFP document was downloaded from the website of the Bank.

j. Duly signed authority letter by the competent authority of the firm, authorizing the executants to sign the bid on behalf of the firm as per **Annexure-H.**

Note: Technical Bid shall not include any financial information. A technical bid containing information on the commercial bid shall be declared invalid and be rejected.

v) Commercial Bid :

The Commercial bid should be submitted strictly in the format given by the Bank as **Annexure E** of this document along with covering letter as per **Annexure D** and should not have any deviations, restrictive statements, etc. therein. Otherwise, such bids are liable to be rejected at the sole discretion of the Bank. Bidder is required to quote separately for each scope of work i.e. (i) Implementation of GST and (ii) Consultancy for GST. Scope covered in implementation of GST is one time work and accordingly a lump sum fee for the entire scope is required to be given. For the scope of work covered under Consultancy for GST, monthly fee to be given. The price shall be quoted in Indian Currency only and shall be all inclusive. No separate fees/reimbursements other than service tax, as applicable, at the time of payment shall be made by the Bank.

Date of opening of Commercial bid would be advised after completion of the process of evaluation of Technical Bid and presentations to the Bank by the successful bidders in technical bid.

Bidders who score minimum 70 out of 100 marks on the technical evaluation criteria as mentioned above will only be considered. The Commercial bids of the applicants with technical marks less than 70 will not be considered for commercial/financial evaluation.

In case the number of bidders qualifying in the technical evaluation stage is less than 2, then it is at Bank's discretion, to choose the top 2 scorers or discontinue the evaluation process or re-tender.

vi) Process of Final selection:

Bidders who achieve overall score of 70% & above in Technical Evaluation will qualify for the next stage of evaluation (Commercial bid evaluation)
In respect of all qualified bidders, in whose case the commercial bid has been opened, a combined techno commercial evaluation will be done by the bank as per the following procedure:

Combined score of Bidder A = 75 (Technical score of Bidder A / Highest Technical Score of all Qualified Bidders) + 25 (Lowest Commercial Bid of all Qualified Bids/ Commercial bid of Bidder A).

Successful bidder will be the one who has highest combined score.

vii) Award of Contract:

In the case of tie between two or more bidders, a fresh commercial bid will be called upon from these bidders for evaluation and selection of the consultant.

viii) Clarification of Bids :

During evaluation of bids, if found necessary, Bank may seek clarification of the bid from the bidder. The request for clarification and the response shall be in writing.

ix) Notification of Award :

The acceptance of a bid, subject to contract, technical compliance, commercial considerations & compliance with all the terms and conditions will be communicated in writing by means of offer of contract / service order at the address supplied by the bidder in the tender response.
Any change of address of the Bidder, should therefore be promptly notified to:

The General Manager (Accounts),
Central Bank of India, Central Office
Central Accounts Department,
4th Floor, Chandermukhi Building,
Nariman Point, Mumbai – 400 021

The written offer of contract / order issued to the successful bidder would need to be accepted by the bidder in writing within 7 days from the date of issue of the offer.

x) Acceptance of Purchase Order:

The successful bidder / consultant will be required to enter into an Agreement / Contract as per Bank's prescribed format within 7 days from the date of acceptance by the successful bidder of the offer of the Bank. The failure, delay or evasion on the part of the successful bidder / consultant to accept the purchase order will result in termination of the purchase order and the Bank retains its right to issue purchase order to the next highest scorer or may start the entire RFP process afresh.

xi) Payment Terms:

Bank will release payment of the agreed professional fees to the selected bidder after deduction of applicable taxes at source. The payment will be released on achieving specified deliverables as follows:

Particulars	Percentage
Phase –I	15%
Phase –II	20%
Phase –III	30%
Phase – IV	35%
Consultancy for GST	Monthly fees

xii) Performance Bank Guarantee

a. The successful bidder should submit a Performance Guarantee for 15% of total value of the contract within 15 days from the date of acceptance of the Order.

b. Bank Guarantee may be obtained in the format as prescribed by Central Bank of India, from any of the

Scheduled Banks (other than Central Bank of India).

c. The Performance Bank Guarantee should be valid for total contract period from the date of acceptance of the Contract by the Successful Bidder with the Bank and shall be retained till the completion of Contract period. The guarantee should also contain a claim period of Three months from the last date of validity.

d. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompletion of the project and warranty period.

e. The bank guarantee will be returned to the bidder on Completion of the Contractual Period.

f. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the successful bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

xiii) <u>Bank reserves the right to the following</u>:

a. Reject any or all proposals received in response to the RFP without giving any reason whatsoever.

b. Reject the proposals received in response to the RFP containing any deviation

c. Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery.

d. Extend the time for submission of proposal.

e. Modify the RFP document, by an amendment that would be notified on the Bank's website.

f. To independently ascertain information from the Banks and other institutions / companies to which the bidder has already extended services for similar assignment.

g. Modify the time period stipulated in Clause 4 above for completion of assignment during the execution of assignment if it deems fit.

xiv) Other Instructions:

a) The key persons identified for the project should carry out their activities from the premises of the Bank in Mumbai. The personnel involved for executing the assignment should be qualified as per the requirements mentioned in the Qualification Criteria and preferably should have been involved in a similar assignment. However the Bank reserves the right to accept / reject / substitute the key personnel allocated for the project.

b) The bidder / consultant selected for the assignment should adhere to the quality standards, all applicable regulatory directions/ guidelines in this regard.

c)The bidder / consultant selected for the assignment should treat as confidential all data and information about the Bank obtained in the execution of the proposed assignment, hold it in strict confidence and should not reveal such data / information to any other party without the prior written approval of the Bank.

d) The proposal should be submitted strictly in the formats provided in this RFP document.

e)The proposal should be free of overwriting/ corrections / alterations.

f) The proposals and related Annexure should be signed by the authorized representative/s of the Consultant. The executants' authority to represent and bind the Consultation Firm must be confirmed by a written authority letter issued by the Competent Authority of the Consultant Firm accompanying the proposal.

g) All bids and supporting documentation shall be submitted in English only.

h) The Bank will not return the bids/responses to the RFP received. The information provided by the bidder/s to the Bank will be held in confidence and will be used for the sole purpose of evaluation of bids.

i) It is hereby clarified that the Bid / response to the RFP should be submitted in the exact format given herein without making any changes/alterations to the RFP document. Any change/alteration made to the RFP document by the participant would make the respective Bid/ response to the RFP void and the same shall be liable to be rejected by the Bank without further going into the merits of the tender.

j) It is also clarified that in case of any difference/change between Bid/ response to the RFP document submitted by the participant and the RFP document maintained by Bank, the RFP document maintained at the Bank, would be considered as authentic and binding on the participant.

k) The Commercial Bid shall be opened in due course, after completion of technical bid evaluation, in the presence of Bidders / their representatives, who choose to attend. The date and venue for opening the commercial bid shall be separately informed to the bidders who come out successful in the technical evaluation process as per the methodology mentioned in the clause 11.

xv) <u>Compliance Confirmation</u> :

The bidder must submit unconditional and unambiguous compliance confirmation to all the terms and conditions stipulated in the RFP.

xvi) <u>Undertaking by Consultant</u> :

The bidder / consultant shall furnish the following Undertaking as a part of the proposal:

"We certify that there has been no conviction by a Court of Law or contemplated by court for misconduct, guilty or indictment/adverse order by a regulatory authority for an offence, against us or orders against any of our Partner (s)/ Employee(s)s and if it arises we will intimate the Bank of the same”.

The bidder / consultant shall further ensure the compliance of the guidelines issued by Central Vigilance Commission for the purpose of selection and employment of consultants.

As per Central Vigilance Commission (CVC) directives, it is required that Bidders /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of contracts:

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

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of 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.

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

The Bank reserves the right to declare a bidder 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.

xvii) Assignment:

The bidder shall not assign or outsource the works undertaken by them under this RFP without the written consent of the Bank.

xviii) Indemnity:

The bidder agrees to indemnify and keep indemnified, defend and hold harmless the Bank and its officers, directors, employees and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses (including litigation cost and reasonable attorneys fees), arising before or after completion of before or after completion of implementation of the assignment, which result from or arise in connection with or are related in any way to claims by third parties arising out of or in connection with.

- The bidder's breach of any of the terms and conditions, representations, warranties specified in the Agreement/Contract; infringement of Intellectual Property Rights of the Bank; infringement of intellectual property rights of any third party while implementing the project, acts or omissions of negligence, or misconduct by the bidder; or its professionals, representatives, agents, security analysts, consultants and advisors;
- For the purpose of the Agreement, the bidder shall include the bidder, its personnel, employees, consultants, and / or other authorized persons.
- The responsibility to indemnify set forth in this Clause shall survive the termination of this Agreement for any reason with regard to any indemnity claims arising in relation to the performance hereof.
- The selected bidder has to execute a Deed of Indemnity as per prescribed format.

xix) Representations and Warranties:

a) That the bidder is a Partnership firm/LLP which has the requisite qualifications, skills, experience and expertise in providing Service(s) contemplated by this RFP, possesses the financial wherewithal, the power and the authority to enter into the Engagement and provide the Service(s) sought by Central Bank of India.

b) That the bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of effecting or compromising the performance and delivery of Service(s) under the Engagement.

c) That the representations made by the bidder in its application are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and the responsibilities as laid down in the Engagement and the RFP Documents and unless Central Bank of India specifies to the contrary, the Applicant shall be bound by all the terms of the RFP.

d) That the Applicant has the professional skills, personnel and resources / authorizations / approvals/infrastructure that are necessary for providing all such services as are necessary to perform its obligations under the RFP and this Engagement. That the Applicant shall use such assets of Central Bank of India as Central Bank of India may permit for the sole purpose of execution of its obligations under the terms of the RFP or the Engagement. The Applicant shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.

e) That the Applicant shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep Central Bank of India, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto and in respect of any infringement of any of the intellectual property rights.

f) That all the representations and warranties as have been made by the Applicant with respect to its RFP and Engagement, are true and correct, and shall continue to remain true and correct through the term of the Engagement.

g) That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws.

h) That there are – (1) no legal proceedings pending or threatened against bidder or any of its partners or its team which adversely affect/may affect performance under this Engagement; and (2) no inquiries or investigations have been threatened, commenced or pending against the bidder or any of its Partners or its team members by any statutory or regulatory or investigative agencies.

i) That the Applicant has the corporate power to execute, deliver and perform the terms and provisions of the Engagement and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Engagement.

That all conditions precedent under the Engagement has been complied with.

That neither the execution and delivery by the bidder of the Engagement nor the bidder's compliance with or performance of the terms and provisions of the Engagement (1) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the bidder (2)will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the bidder is a party or by which it or any of its property or assets is bound or to which it may be subject.

xx) <u>Confidentiality Clause:</u>

The bidder shall hold in confidence all information, documentation etc which come to their knowledge ('Confidential Information') and shall not disclose or divulge confidential information to any third party or use Confidential Information or any part thereof without prior written consent of bank.

Confidential Information means information which is by its nature confidential or is designated by the bank as confidential and includes:

a. All information marked or otherwise designated as confidential;

b. Information which relates to the financial position; the internal management structure, the Personnel, policies and strategies of bank,

c. Bank Data, customer lists, customer information, account information, and business information regarding business planning and operations of Bank, its Subsidiary and Associate or other information or data whether such data is permanent or otherwise;

d. Any other information which the parties have specifically declared as confidential.

e. The restriction imposed in this clause does not apply to any disclosure of information:

    1. Which at the material time was in the public domain other than by breach of this clause; or

    2. Which is required by law to be communicated to a person who is authorized by law to receive that information.

f. The selected bidder shall execute separate non-disclosure agreement in the format prescribed by the bank immediately after the selection.

xxi) <u>Service Level Agreement (SLA):</u>

Within sixty (60) days of receipt of the Purchase Order, the Selected Bidder shall sign and date the SLA designed by the Bank and return it to the Bank. The SLA will include the terms/conditions as in RFP. The Bidder however may submit the SLA form they like to execute. It is the prerogative of the Bank to accept the same or to modify. It is reiterated that the SLA to be entered into by the Selected Bidder shall be as approved by the Bank only.

xxii) <u>Termination of Contract:</u>

Central Bank of India also reserves its right to terminate the contract in the event of one or more of the following situations:

a. Delay in execution of the work allotted.

b. Delay in providing the requisite manpower at the Bank's site.
c. Delay in submission of reports beyond the stipulated periods.
d. Breach of trust is noticed during any stage of the consultancy assignment.

In addition to the cancellation of order, the order shall be passed to next qualified bidder.

xxiii) Publicity:

Any publicity by the bidder in which the name of Central Bank of India is to be used should be done only with the explicitly written permission of Central Bank of India

xxiv) Force Majeure:

The bidder may not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war.

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

xxv) Penalty :

It is expected of the selected consultant to provide services as mentioned in Scope of Work and the terms of the RFP. Inability of the consultant to either provide the requirements as per the scope of work or to meet the timelines as specified would be treated as breach of contract and Central Bank of India would invoke the penalty clause. The proposed rate of penalty would be based on the agreement between Central Bank of India and selected bidder during agreement finalization. Overall cap for penalties will be 35% of the Total fee. These rights shall be in addition to and without prejudice to other rights available to Central Bank of India including but not limited to termination of contract, invocation of indemnity and recovery of amount paid, etc.

xxvi) Resolution of Disputes:

Central Bank of India and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, Central Bank of India and the bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration. Both parties may agree upon a single arbitrator. If there is no consensus for a single arbitrator, then each party shall appoint one arbitrator and the two appointed arbitrators shall thereupon appoint a third arbitrator. The arbitration shall be concluded in English and a written order shall be prepared. The Arbitration and Reconciliation Act 1996 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be Mumbai.

xxvii) Governing Language:

The contract shall be written in English. All correspondence and other documents pertaining to contract that are exchanged between the parties shall be written in English.

xxviii) Governing Law/Jurisdiction:

The Agreement / Contract shall be governed by and construed in accordance with the laws in India and shall be subject to the exclusive jurisdiction of the Courts of Mumbai.

(B.K. Singal)
General Manager

Annexure: A

(Covering letter) Technical Offer

(Letter to the Bank on the Consultant's letterhead)

Date:_____________

To

The General Manager (Accounts),
Central Bank of India, Central Office,
Central Accounts Department,
4th Floor, Chandermukhi Building,
Nariman Point, Mumbai – 400 021

Dear Sir,

Sub: Your RFP for Appointment of Consultants for implementation of Goods and Service Tax(GST) and Advisory Services Relating to Periodical Compliances in the Central Bank of India.

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer to provide our services for comprehensive assessment and road map for implementation of Goods and Service Tax(GST) and Advisory Services relating to Periodical Compliances in the Central Bank of India as detailed in your above referred RFP.

We agree to all the terms and conditions mentioned in the RFP. We hereby submit our Technical Offer in a sealed envelope. The offer shall be binding on us up to 90 days and subject to the modifications resulting from contract negotiations.

Yours faithfully,

(Name and Designation, seal of the firm)

Encl: Technical Offer in sealed envelope.

Annexure B

PROPOSAL FORM
(To be included in Technical Proposal Envelope)

Date:____________

Sir,

Request for Proposal –

<u>Appointment of Consultant for implementation of Goods and Service Tax(GST) and Advisory Services Relating to Periodical Compliances in the Central Bank of India</u>

Reference Number RFP/

Having examined the RFP Document, we, the undersigned, offer our services to provide Consultancy for implementation of Goods and Service Tax (GST) in Central Bank of India in conformity with the requirements mentioned in said RFP documents.

We undertake, if our bid / Proposal is accepted, to carry out the work as per the scope of work, deliverables and in accordance with the time frames specified in the RFP document as well as on the payment terms mentioned therein.

We confirm that the information submitted by us in our Bid/Proposal is true and correct. We agree to abide by the Bid/ Proposal.

We declare that we have not made any alterations/changes whatsoever in the RFP document and we are fully aware that in the event of any change, the RFP document maintained at the Bank will be treated as authentic and binding and the Bid/Proposal submitted by us will be liable to be rejected by the Bank in the event of any alteration made in the RFP document.

We certify that there has been no conviction by a Court of Law or any contemplation by court for misconduct or indictment/adverse order by a regulatory authority for an offence against us or any of our Partner(s)/Employee(s) and if it arises we will intimate the Bank of the same.

We undertake that, in competing for and, if the award is made to us, in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand that Central Bank of India is not bound to accept our request for participation in the process or bound to accept our bid, or give any reason for rejection of any bid. We also agree and confirm that we will not claim any expenses incurred by us in preparing of bid documents and that Central Bank of India will not defray any expenses incurred by us in proposal.

We are also aware that Central Bank of India has also right to re-issue / re-commence the bidding process, to which we do not have right to object and have no reservation in this regard; the decision of Central Bank of India in this regard shall be final, conclusive and binding upon us.

We understand that you are not bound to accept the lowest, or any other Proposal, you may receive.

Dated this ……. day of ……………………… 2017

____

____

(Signature)
(In the capacity of)

Duly authorized to sign Proposal for and on behalf of
____

TECHNICAL BID

Request for Proposal for appointment of Consultant for implementation of Goods & Service Tax and Advisory Services Relating to Periodical Compliances in in Central Bank of India

Particulars	**Details to be furnished for the Particulars**	**Details of Enclosures to be submitted**
Name of the Bidder		
Address of Registered Office		
Country of incorporation		
Telephone / mobile and Fax number		
Name and designation of the Person authorized to make commitments to the Bank		
Date of incorporation of the Bidder		
E mail address		
Presence/locations of Offices India		
Experience in the field of Indirect tax/Service tax as a consultant.		Please attach a separate sheet, if required.
Details of Service tax consultancy services undertaken in India.		Please attach a separate sheet, if required.
Details of Indirect Tax/Service Tax consultancy services undertaken in public sector Banks and in other Banks in India		Please attach a separate sheet, if required. Details of credentials. (Give scope of work for each Assignment with letters from the respective organisations supporting the same)
Number of persons who are proposed to be associated for		Resume of the identified

executing the assignment with names including that of the Team Leader. The Team Leader, once assigned to the Bank should not be replaced except under very exceptional circumstances and always with the consent from the Bank.		team persons in the format enclosed as CV format to this document.
Details of bid amount paid DD/PO No……………………dated Bank…………………………………… Drawn on (Branch)………………… Amount Rs……………………………		
PAN number…………………………… VAT number…………………………… Sales tax number……………………… Service Tax Number……………………		
References of few clients	Name- Address- Designation- Contact Phone Numbers- E-mail id-	Please enclose details in a separate sheet duly signed by the authorized signatory under the seal of the Firm/LLP/Company

Details of Bidders/Affiliates/Group Companies

S.No.	Name of Member Firms/Affiliates/Group Companies	Registration Number with ICAI as applicable*

Details of Partners of the Bidder including its Affiliates/Group Companies/Member Firms working under the common brand name and engaged in similar activity of accounting advisory/financial services in India

S.No.	Name of Member Firms/Affiliates/Group Companies	Name of the Partner	Membership No. of Partner with ICAI*	Qualification details (other than CA) supported by documentary evidence

Details of full time professional staff of the Bidder including its Affiliates/Group Companies/Member Firms working under the common brand name and engaged in similar activity of accounting advisory/financial services in India

S. No.	Name of Member Firms/Affiliates/Group Companies	Name of the Professional Staff	Membership No. with ICAI*	Qualification details (other than CA) supported by documentary evidence

*ICAI – Institute of Chartered Accountants of India

Dated this ……. day of ……………………… 2017

____

____

(Signature)
(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

____

Annexure: D

(to be furnished in the Firm's letter head)

Commercial Offer

(to be submitted in sealed envelope)

Place_______

Date________

To,

The General Manager (Accounts),
Central Bank of India, Central Office,
Central Accounts Department,
4th Floor, Chandermukhi Building,
Nariman Point, Mumbai – 400 021

Sir/Madam,

We the undersigned offer to provide our services for consultancy for implementation of Goods and Service Tax (GST) and Advisory Services Relating to Periodical Compliances in the Central Bank of India in accordance with your RFP dated ____________.

Our attached Commercial Offer is for the sum of Rs._____________________ (amount in words and figures). The amount is exclusive of all applicable taxes.

Our Commercial Offer shall be binding upon us and the same is also subject to modification resulting from contract negotiations, up to expiration of the validity period (90 days) of the proposal.

Yours faithfully,

(Name & designation, seal of the firm)

Encl: Commercial Offer in sealed envelope.

Annexure E

COMMERCIAL BID
(To be included in Commercial Proposal Envelope)

Date: ....

Sir,

Request for Proposal for Appointment of Consultants for

Implementation of Goods and Service Tax (GST) and Advisory Service Relating to Periodical Compliances in Central Bank of India.

Reference Number dated

In terms of the above-mentioned RFP document we submit herewith the commercial bid (fees) for the assignment proposed by the Bank as Consultant.

(In Rs.)

S.No.	Fees Particulars	In Figures	In Words
1.	Implementation of GST – One time lump sum fees		
2.	Consultancy Fees		
2 (a)	Year 1 i.e. from 01.01.2018 upto 31.03.2018 – 3 Months		
2 (b)	Year 2 i.e. from 01.04.2018 upto 31.03.2019 – 12 Months		
3.	**Total of 1+2(a) +2(b)**		

TERMS AND CONDITIONS:

1) The above quoted fee is for the entire assignment. The financial quote should be in Indian rupees and should include all expenses proposed other than taxes. Taxes will be paid at actuals.
2) One time cost for assisting the bank for implementation/transition to GST upto the actual bank of implementation and including hand-holding, compliance with GST (including but not limited to filing to GST returns, availing and matching of input credit etc) for a period following two quarters from the date of actual

implementation. Here, it is assumed to be 01.07.2017.

3) We undertake to deliver all the deliverables as envisaged in the proposal/agreement.

4) Bank will deduct tax (TDS) while releasing payment, if applicable as per the law.

Dated this .... day of 2017

____________________ __________________________________

(Signature) *(in the capacity of)*

Duly authorized to sign Proposal for and on behalf of _________________

Annexure F

(Undertaking from the bidder on their Firm's/Company's letter head)

We (and our employees) shall not, unless Bank gives permission in writing, disclose any part or whole of this RFP document, of the proposal, and / or contract, or any specification, pattern, sample or information furnished by the Bank (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees engaged by us will maintain strict confidentiality.

We (and our employees and agents) shall not without prior written consent from the Bank make use of any document or information given by the user, except for purposes of performing the contract award.

We shall ensure the compliance of the guidelines of Central Vigilance Commission for the purpose of selection and employment of Consultants.

In case of breach, the Bank shall take such legal action as deemed fit.

____

Signature and seal of authorized person

Date:

Annexure G

Details of Persons who will form the team for the proposed assignment

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

Sl. No	Details of Indirect Tax consultancy services undertaken in India	Brief Details of the Indirect Tax / GST consultancy services undertaken and the Organization where assignment was undertaken	Period	
			From	To
1				
2				
3				

Note: - Format is of minimum requirements and is to be compulsorily furnished.
Respondents may furnish additional details, if any.

Dated this ……. day of ……………………… 2017

(Signature) *(In the capacity of)*

Duly authorized to sign Proposal for and on behalf of ________________________

Annexure: H

(to be furnished in the company's/firm's letter head)

AUTHORIZATION LETTER FORMAT

Place……………

Date…………………..

To,

The General Manager (Accounts),
Central Bank of India,
Central Accounts Department,
4th Floor, Chandermukhi Building,
Nariman Point, Mumbai – 400 021

Sir/Madam,

Subject: Authorization Letter for attending the Bid Opening

This has reference to your RFP for Appointment of Consultants for implementation of Goods and Service Tax (GST) in Central Bank of India.

Mr./Miss/Mrs………………………………………………………………is hereby authorized to attend the Bid Opening of the above RFP ……………………………….Dated……………….on …………………on behalf of our Firm/Company.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority Signature of Attesting Authority

Name of Authorizing Authority Name of Authorizing Authority

Annexure: I

PRE CONTRACT INTEGRITY PACT

TO BE SUBMITTED ALONG WITH TECHNICAL BID IN A STAMP PAPER OF Rs. 200/-
(The Technical Bid without this agreement is liable to be rejected.)

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 Central Office at Chandermukhi Building, Nariman Point Mumbai - 400021 . with branches spread over India (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri_____________

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/Equiprnent/ltem) /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. WHERAS 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/ltems/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

The BUYER commits itself to the following:-

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

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

3.3. The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the

BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

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

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

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

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

4.3. The BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER is the original Manufacturer / Integrator / Authorized government sponsored export entity of the stores / Authorised 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 (SECURITY DEPOSIT)

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/Security Deposit 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 therefore.

(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 BID0DER), 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 he 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 two 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
Name of the Officer Designation Central Bank of India	Chief Executive Officer / Authorised Signatory

Witness

1)

2)

Witness

1)

2)

Bank Guarantee Format for Earnest Money Deposit

To

……………………………………………

……………………………………………

……………………………………………

WHEREAS ______________________________(Name of Bidder) (hereinafter called "the Bidder" has submitted its Bid dated _______________________ (Date) for the execution of (Name of Contract)____________ _______(hereinafter called "the Bid") in favour of ______________________hereinafter called the "Beneficiary";

KNOW ALL MEN by these presents that we, _________(name of the issuing Bank), a body corporate constituted under the _______________________having its Head Office at __________________amongst others a branch/office at ________________ (hereinafter called "the Bank" are bound unto the Beneficiary for the sum of Rs_______________(Rupees______________________________________ __only) for which payment will and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

(a) If the Bidder withdraws its Bid during the period of Bid validity specified in the Bid Document; or

(b) If the Bidder having been notified of the acceptance of his Bid by the Beneficiary during the period of validity of the Bid:

    i. fails or refuses to execute the Agreement, if required; or

    ii. fails or refuses to furnish the performance guarantee, in accordance with clause ___________ of conditions of Bid

We undertake to pay to the Beneficiary up to the above amount upon receipt of his first written demand without the Beneficiary having to substantiate his demand, provided that in his demand the Beneficiary will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Notwithstanding anything contained herein

i) Our liability under this Bank Guarantee shall not exceed Rs.__________ (Rupees ________________________________only)

ii) This Bank Guarantee is valid up to ________________ and

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ______________________ (mention period of guarantee as found under clause (ii) above plus claim period)

Dated _________________day of ________________________2017.

SIGNATURE & SEAL OF THE BANK

NON-DISCLOSURE AGREEMENT

This Agreement made and entered into at ____________, this ________ day of ________________

BETWEEN

M/s_______________ having its office at ____________________ (hereinafter referred to as "**Receiving Party**" 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 Undertaking) Act, 1970 and having its Central Office at Chandermukhi, Nariman Point, Mumbai – 400021 (hereinafter referred to as "**The Bank**" or "**Disclosing Party**" which expression unless repugnant to the context or meaning thereof be deemed to include its successors) of the **OTHER PART.**

M/s._______________and the Bank are hereinafter collectively referred to as "the Parties and individually referred to as Party".

Whereas the Parties thereto have entered into contract dated ____________ whereby the Receiving Party has been awarded the assignment of implementation of GST and advisory services relating to periodical compliances.

And whereas during the course of the said Agreement, the Receiving Party will have access to the data of customers and other data of the Disclosing Party (hereinafter referred to as the "Confidential Information").

The Bank is in possession of certain information defined hereunder as Confidential Information and has agreed to disclose to the Receiving Party the Confidential Information on a strictly confidential basis for the purpose of implementation of GST and advisory services relating to periodical compliances.

During the said process, the Bank may share certain confidential or proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Confidential Information.

a) For purposes of this Agreement, **"Confidential Information"** means any data or information that is confidential or proprietary to the Bank and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

(i) Customer name and other information related to customers

(ii) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies;

(iii) Plans for products or services, and customer or supplier lists;

(iv) Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;

(v) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and

(vi) Any other information that should reasonably be recognized as confidential information of the Bank. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.

The Receiving Party acknowledges that the Confidential Information is proprietary to the Bank, has been developed and obtained through great efforts by the Bank and that Bank regards all of its Confidential Information as trade secrets.

b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which:

(i) Was known to the Receiving Party prior to receiving the Confidential Information from the Bank ;

(ii) Becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Bank to maintain confidentiality;

(iii) Is or becomes publicly available through no fault of the Receiving Party;

(iv) is required to be disclosed in a judicial or proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and

(v) Is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.

2. Disclosure of Confidential Information.

From time to time, the Bank may disclose Confidential Information to the Receiving Party. The Receiving Party will:

(i) along with its representatives, make use of the Confidential Information solely for the purpose of the Agreement or such other purposes from time to time agreed or consented to by the Bank as evidenced in writing

(ii) limit disclosure of any Confidential Information to its Partners, directors, officers, employees, agents or representatives (collectively **"Representatives")** who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose;

(iii) prior to making any disclosure of such Confidential Information as permitted under this Agreement, will ensure that the Representatives are under a prior written obligation to maintain such information confidential and to use such information only for the contemplated purpose;

(iv) along with its Representatives use such measures and/or procedures as it uses in relation to its own confidential information and trade secrets to hold and keep in confidence any and all such Confidential information and comply with the terms of this Agreement.

(v) and not disclose any Confidential Information received by it to any third parties.

(vi) be solely responsible for any breach of the terms of this Agreement by any of its Representatives or the Sub-Contractors and any act or omission by any of its Representatives or the Sub-Contractors which would constitute breach of the terms of this Agreement and shall take all reasonable measures to restrain such Representatives or the Sub-Contractors from unauthorized disclosure or use of the Confidential Information and that Receiving Party acknowledges and agree that Bank shall have right to all its legal remedies directly against Receiving Party as if such breach is made by the Receiving Party itself without proceeding at the first instance against Representatives or the Sub-Contractors.

3. Use of Confidential Information.

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties as mentioned in this agreement and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Bank. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely with the Bank. All use of Confidential Information by the Receiving Party shall be for the benefit of the Bank and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Bank.

4. Compelled Disclosure of Confidential Information.

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Bank in writing of such demand for disclosure so that the Bank , at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Bank with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Bank is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term

This Agreement shall be effective from the date hereof and shall continue till the Confidential Information reaches the public domain in the normal course. Upon expiration or termination as contemplated in the contract, the Receiving Party shall immediately return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof. However, the Receiving Party shall have a right to retain its working papers to maintain proper professional records.

6. Remedies.

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. Therefore, both parties hereby agree that the Bank shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Bank shall be entitled to recover Damages consisting a sum equal to the loss suffered by the Bank including loss of business opportunity, costs of business interruption its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. Return of Confidential Information.

Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Bank may so request. Alternatively, the Receiving Party, with the written consent of the Bank may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction.

8. Notice of Breach.

The Receiving Party shall notify the Bank immediately upon discovery of any unauthorized use or disclosure of Confidential Information by the Receiving Party or its Representatives, or any other breach of this Agreement by the Receiving Party or its Representatives, and will cooperate with efforts by the Bank to help the Bank regain possession of Confidential Information and prevent its further unauthorized use.

9. No Binding Agreement for Transaction.

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time as per the respective agreement. This Agreement does not create a joint venture or partnership between the parties. If a transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall be deemed to be complementary/supplementary to the provisions of this Agreement and not contrary/derogatory to the provisions of this Agreement to the extent possible.

10. Effective Date of the Agreement:

This Agreement shall be effective upon its execution by both the parties.

11. Miscellaneous.

a) This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of (state), India applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof.

c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

e) Any notices or communications required or permitted to be given hereunder may be delivered by hand against acknowledgement, deposited with a nationally recognized overnight carrier against acknowledgement, electronic-mail, or registered post with acknowledgement, in each case, to the address of the other party first indicated above.

f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party And any such assignment without consent will be held void ab initio. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

g) The parties and/or their affiliates of whatsoever nature shall not, in any manner, solicit and/or accept any business from sources that have been made available by and through the parties hereto, nor in any manner shall access, solicit and/or conduct any business with the said sources, without specific permission of the Party who made said sources available. For avoidance of doubt, this restriction shall apply only to business related to the Assignment which is the subject matter of this Agreement and not any other Assignment or business.

h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

"Notwithstanding the foregoing, the Receiving Party may retain, subject to the terms of this Agreement and for professional archival purposes only, a copy of any proposal, presentation, progress review, report or other document furnished to the Principal by the Consultant, together with any working papers necessary to support its conclusions or recommendations."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written

For and on behalf of
M/S.______________________

____
Name of Authorised signatory:
Designation:

For and on behalf of
CENTRAL BANK OF INDIA

____
Name of Authorised signatory:
Designation