Central Bank of India

Tender Document

Tender Reference No.:- CO:DIT:PUR:2017-18:240

For
"Supply, Customization, Installation, Implementation of Support Software for Goods and Service Tax (GST)
in
CENTRAL BANK OF INDIA

सेन्ट्रल बैंक ऑफ़ इंडिया
Central Bank of India
CENTRAL TO YOU SINCE 1911

Bid Details In brief

Sl. No.	Description	Details
1.	RFP Reference	CO:DIT:PUR:2017-18:240
2.	Purpose of RFP	Supply, Customization, Installation and maintenance of Support Software for Implementation of Goods and Services Tax (GST) in Central Bank Of India.
3.	Address for Communication	Deputy General Manager-DIT Central Bank Of India , Plot No 26, Sector 11, CBD Belapur Navi Mumbai. 400614
4.	Date of Issue	10/04/2017
5.	Last Date of Submission of Queries for Pre Bid Meeting	17/04/2017 till 5 p.m
6.	Date of Pre Bid Meeting	19/04/2017, 3 pm
7.	Last Date of Submission of Bids	25.04.2017 up to 3.00 PM
8.	Date and time of Opening: 1. Part A – Eligibility Criteria 2. Part B – Technical Proposal	25.04.2017, 3.30 PM
9.	Date and time of opening of Part C-Commercial bid	Will be intimated at a later date.
10.	Application Fees (Not Refundable)	Rs. 10,000/-
11.	Earnest Money Deposit(Refundable)	Rs. 5,00,000/-

This document can be downloaded from Bank's website www.centralbankofindia.co.in The bidders should pay the Application Money by means of DD drawn on any scheduled Commercial Bank for the above amount in favour of Central Bank Of India payable at Mumbai and submit the same along with the Bid document.

Note:
1. This Bid Document is not transferable.
2. This Bid Document is the property of:
   General Manager
   Central Bank Of India
   Plot NO 26 , Sector 11 , CBD Belapur
   Navi Mumbai. 400614.

List of Contents

D. TERMS AND STIPULATIONS

	33 .Award contract		
34.	Effective Date		
35.	Security Deposit/Performance Guarantee		
36.	Execution of Agreement		
37.	Supply, customization, installation, implementation & integration		
38.	Integration and interfaces		

ANNEXURE (To be submitted Part- A – Conformity to eligibility Criteria)
Check List

1.	Bid Covering Letter
2. 3.	Eligibility Criteria Declaration
4.	Bidder's Profile
5. 6.	Details of Offices/Branches/Service Centres
7. 8.	Authorization Letter Format Track Record in Past Implementation of Software in Banks
9. 10.	Non-Disclosure agreement Format
ANNEXURES(To be submitted with Part B –Technical Proposal)	
9.	Technical Bid Covering Letter
10. 11.	Functional Requirement for Software for Goods and Service Tax
12.	Undertaking of Authenticity for Software for Goods and Service Tax
13.	Compliance Statement
14.	Undertaking Letter Format
15.	Escalation Matrix
16.	Manufacturer/Authorised Distributor in India Authorization Form
ANNEXURES(To be submitted with Part C -Commercial Bid)	
16.	Covering Letter for Commercial Bid
17.	Bill of Material

APPENDICES	
A.	Instructions for Part A-Conformity to Eligibility Criteria
B.	Instructions for Part B-Technical Proposal
C.	Instructions for Part C-Commercial Bid
D.	Bank Guarantee Format for Earnest Money Deposit
E.	Proforma Bank Guarantee for Contract Performance
F.	Format for sending Pre-Bid Queries
G.	Integrity Pact

A. INTRODUCTION

2. **Central Bank of India** is one of the leading nationalized Banks of the country and has a national presence through a widespread network of more than 4700 branches and offices spread across the length and breadth of the country. All the bank branches are under Centralized banking Solution. It also has a wide network of more than 5200 ATM(s) spread across the country. Bank has completed 104 years of its service to the Nation and its millions of satisfied customers with technology oriented bouquet of user friendly services and in the field of IT we are known for providing new innovative and customer friendly services.

The Bank also has specialized branches for catering to the specific needs of Retail customers, Industrial units, corporate clients, Forex dealers, Exporters and Importers, Small Scale Industries and Agricultural sector. The Bank has sponsorship in 3 Regional Rural Banks (RRB).

Bank has implemented Core banking Solution B@ns24 in all its 4700 plus branches, where the solution has been procured from Tata Consultancy Services Limited. In addition to this, various other systems/platforms are available for applications like Payment Systems, Treasury Operations, SDR, Financial Inclusion, HRMS etc.

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

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

3. About RFP

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

4. Overview of GST

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

4.2. Objective of GSTN System

To establish a standard interface with uniform formats for the taxpayer (for the core services of taxpayer registration, filing of return and payment of tax) and a common and shared IT infrastructure between the Centre and States.

4.3. Introduction To GSTN:-

Goods and Services Tax Network (GSTN) is a Section 25 (not for profit), non-Government, private limited company Registered under companies Act, 1956 on March 28, 2013. The Government of India holds 24.5% equity in GSTN and all States of the Indian Union, including NCT of Delhi and Puducherry, and the Empowered Committee of State Finance Ministers (EC), together hold another 24.5%. Balance 51% equity is with non-Government financial institutions.

GSTN has been set up primarily to provide IT infrastructure and services to the Central and State Governments, tax payers and other stakeholders for implementation of the Goods and Services Tax (GST). The strategic control over GSTN is with the Government given the sensitivity of the role of GSTN and the information that would be available with it.

GSTN will develop and implement GST Common Portal with core modules (Registration, Return and Tax Payment) and host the same at central data center location, enabling data exchange to and from States own backend modules through APIs, over a secured network. The GSTN will issue guidelines, standards and compliance requirements for data exchange. The statutory functions such as Assessment, Enforcement, Audit etc. will continue to be performed by both Centre and State tax authorities.

The detailed framework for GSTN and its IT implementation is still under considerations at various levels. The Successful Bidder shall be responsible for understanding the changes with respect to finalized GST framework, finding gaps, design solutions, data exchanges with systems of other tax authorities, IGST transfer reconciliation and implement the changes accordingly in existing application.

The GSTN has recommended using Open APIs(Application Programming Interface) for uninterrupted exchange of information in a secured manner using JSON(Java Script Object Notation) as message format. The proposed GST System of CTD(Commercial Tax Department) will connect with the GSTN system via secure Open APIs based integration using JSON as message format.

a. Registration
b. Returns
c. Payment
d. Invoice Matching
e. Settlement of IGST account

The data received on the portal will be passed on to the respective State tax authorities by the portal.

5. Objective of RFP

Bank intends to procure Application software for Goods and Service Tax by selecting a vendor for Supply, Customization, Installation and maintenance of Software for implementation of Goods and Service Tax (GST) in Central Bank Of India as per the Terms &

Conditions, Technical Specifications and Scope of Work described elsewhere in this document. The support software is the application software should be customized to the entire need of the bank and should provide end to end solution for implementation of GST in Central Bank Of India

6. Eligibility Criteria:

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

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

Sl. No.	Eligibility Criteria	Documents to be submitted with this RFP
a	The bidder should be registered company in India as per Companies Act and should be in operation for a period of at least 5 years as on date of RFP.	Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company OR Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies.
b	The Bidder should have a minimum annual turnover of Rs. 10 Crores in each of the last three financial years (i.e. 2013-14, 2014-15 and 2015-16).	Certificate from the Statutory Auditor of the Company.
c	The Bidder should be a profit making organization in each of the last three Financial years (i.e. 2013-14, 2014-15, 2015-16).	Certificate from the Statutory Auditor of the Company.
d	The bidder should be the owner of the solution	In case of solution owner a self-declaration has to be provided
e	The Bidder should have their office in MUmbai	Proof office in Mumbai & The bidder should also submit the details viz. address, phone No., email ID and contact person name and Mobile No. etc.
f.	The Bidder should have implemented any of the software for banking sector under tax related solution/software or any other regulatory software.	PO copies to be submitted and a certificate of implementation from the concerned Bank(s) as specified.
g	The bidder should not be blacklisted by any Central/State Govt. departments/Public Sector Banks / Financial Institutions in India during the last 5 years.	The Bidder should provide declaration to this effect.

7. Existing infrastructure:

7.1. The Software would be used by all the Branches/Offices of the Bank. The solution should be scalable for the future requirement of Bank.

8. Requirement Details

Bank invites sealed offers ('Conformity to Eligibility Criteria ','Technical Proposal' and Commercial Bid') for Supply, Customization, Installation and maintenance of Support Software for implementation of Goods and Service Tax (GST) in Central Bank Of India as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

8.1. Detailed Functional Requirement for each of the above items is furnished in Annexure-10.

8.2. Any additional Module as per the requirements as and when required by the Bank on mutually agreed terms. (additional/modifications/enhancements and new modules) for which bidder has to provide man hour charges for CR if any.

8.3. Bidder has to provide/implement changes required in the Goods and Service Tax an as when announced by the Governments/regulatory authorities and as per Regulatory requirements at no extra cost to the Bank.

9. Scope of work.

9.1 The software should provide for collection of data available in the CBS, generate invoice number and date as per date of transactions. It should provide for the State wise segregation of the Data as per address available in the system for B to C transactions and select address from GSTN for B to B transactions so as to enable filing of state wise filing of Return.

9.2 The software should enable to migrate the data from CBS and change it in the format required by GSTN for various return and process for filing the return.

9.3 The collection of DATA for all commission/earnings on a day to day basis.

9.4 The software should provide DATA format for furnishing the details/transactions of distinct person/related person/between branches.

9.5 The software should handle registration of All states and union territories and CGST/SGST/IGST/UGST

9.6 The software should handle State wise filing of various monthly/quarterly/annual Returns as per GSTN requirements.

9.7 There should be an interface with the GSTN/Suvidha providers by the bidders so that the various returns are filed from the software package provided to us directly to the GSTN.

9.8 There should be validations at each stage in conformity with the requirement of GSTN.

9.9 There should be format provided in the package for collecting the DATA of input tax credit from the branches and the same should be interfaced with the ITC return.

9.10 Carry out all changes in functionality on account of changes due to new legislations / Statutes, Rules and notifications (Government Orders) and changes requested by the Department.

Other Conditions

9.11 The Application Software should be made ready for moving into production as on 01.06.2017 after UAT test and acceptance so as to enable the bank for full compliance under GST.

9.12 The scope of the Services, Maintenance and support is to be provided for a period of Six years from the date of acceptance by the bank (i.e. 1 year warranty and 5 years AMC (Annual Maintenance Contract).

9.13 The selected Bidder has to implement the entire solution (including OS & DB) in DC (with fallback in DC), DR and UAT setup of the Bank. Solution should be highly available as mentioned elsewhere in the RFP.

9.14 All patch update and patch management of Software modules has to be deployed by the selected Bidder after obtaining approval from the Bank.

9.15 All updates and upgrades of OS & DB has to be done by the selected Bidder without any extra cost to the Bank during contract period. However, licenses will be provided by the Bank.

9.16 Any customization requiring onsite debugging or customization for the integration with other applications/CBS of the Bank should be carried out by the Bidder onsite as and when required to ensure smooth implementation.

9.17 The Bidder shall conform the integrity of the software supplied i.e. the software is free from bugs, malware, covert channels in code etc.

9.18 Bidder has to install /re-install the supplied software in the servers and support the same during warranty and AMC period without any extra cost to the Bank.

9.19 During the contract period if OEM of OS/DB software announces regarding the End of Support. The successful bidder has to migrate the solution to the newer version of OS/DB without additional cost to the Bank.

9.20 The solution proposed by the Bidder should be able to migrate to the newer version of Operating Systems/Data Base Systems/Browsers without any extra cost to the Bank.

9.21 The solution should support the Web browsers viz. Internet Explorer 8 & above, Google Chrome and Mozila Firefox.

9.22 The selected Bidder should migrate the existing data to the required modules in this RFP and <u>also Incorporate the changes / modifications / addition / deletion suggested by GST consultant appointed by bank free of cost for full compliance of GST rules.</u>

9.23 The solution should integrate with Bank's Core Banking Solution, Single Sign on package, using the existing APIs available with the Bank for the purpose. APIs for real-time / bulk posting to CBS is available.

9.24 The solution should be complied with Cyber Security norms. The bidder should provide documents / declaration to the Bank.

9.25 The selected bidder should provide support for Data archival, retrieval and purging as per the requirement of the Bank.

9.26 If during the initial period, if Bank provide the old hardware for urgent implementation of project , same need to be replaced with new hardware as per requirement of project for which bank require one time migration activity is to be carried by Software vendor / provider without any cost and if required Bibber has to make complete arrangement of UAT setup at Bank site in order to make project live as per target date,

9.27 <u>Hardware Sizing as per Performance criteria requirements:</u>

Bidder has to provide hardware sizing and the Software requirement (including OS, Application/ Web / Database Server, Browsers, etc) for their solution within 10 days from the date of acceptance of order. The Performance of the hardware should be such that it should handle the millions of Data of B to C transactions and B to B transactions. It should handle filing of the return with such number of DATAs to the GSTN portal without any down time. The application software should be able to handle the above requirements. The bidder must take into account the above points and suggest the size of the hardware at the commencement of the project itself and ensure that the resource utilization is always within 70% at any point of time

B. BID PROCESS

10. Clarification to RFP and Pre-Bid Queries:

10.1. The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number and clause number of the RFP as per format provided under Appendix-F.

10.2. All communications regarding points requiring clarifications shall be given in writing to the Deputy General Manager, Central Bank Of India, Plot No 26 , Sector 11 , CBD Belapur , Navi Mumbai sent to agmitrc@centralbank.co.in by the intending bidders before 5 PM on 17.04.2017.

10.3. No queries will be entertained from the bidders after the above date and time.

11.1. Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.

11.2. Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the Bidders in the meeting.

11.3. The Bank will consolidate all the written queries and the replies for the queries shall be made available in the Bank's website (www.centralbankofindia.co.in) and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.

11.4. Non reply to any of the queries raised by the vendors during pre-bid Meeting shall not be considered as acceptance of the query/issue by the Bank.

12. Amendment to Bidding Document:

12.1. At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.

12.2. Notification of amendments will be made available on the Bank's website (i.e. www.centralbankofindia.co.in) and will be binding on all bidders and no separate communication will be issued in this regard.

12.3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.

13. Bid System Offer

This is two bid system which has following 3 (Three) parts:

13.1. Part A- Conformity to Eligibility Criteria: Indicating their compliance to Eligibility Criteria. The format for submission of Conformity to Eligibility Criteria is as per Appendix-A.

13.2. Part B-Technical Proposal: Indicating the response to the Technical and Functional requirement specification for Supply, Customization, Installation and maintenance of Support Software for implementation of Goods and Service Tax (GST) in Central Bank Of India . The format for submission of Technical Proposal is as per Appendix-B.

13.3. Part C-Commercial Bid: furnishing all relevant information required as per Bill of Material as per Annexure-17. The format for submission of Commercial bid is as per Appendix-C.

13.4. Decision of Final Bidder :- L1 bidder will be decided only on the basic of commercial Quoted by bidder as per Annexure – C , Eligibility Criteria and Technical Proposal are only to qualify Bidder to next round of bidding process.

14. Preparation of Bids:

14.1. The Bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall affix signature in all pages of the Bids, except for un-amended printed literature.

The three parts as stated above should be placed in three separate envelopes super scribed with 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid' respectively and properly closed and sealed. Thereafter,all the three envelopes shall be placed inside another envelope and properly closed and sealed. The final envelope should be super scribed as "Offer for Supply, Customization, Installation and maintenance of Support Software for implementation of Goods and Service Tax (GST) in Central Bank Of India in response to RFP No 240 dated 10.04.2017" (includes separately sealed 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') on the top of the envelope. All the envelope shall bear the name and complete postal address of the bidder as well as the addressee, namely the Deputy General Manager, Central Bank Of India , Plot No 26, Sector 11, CBD Belapur Navi Mumbai.400614.

14.2. Part A-Conformity to Eligibility Criteria:

14.2.1. Before submitting the bid, the bidders should ensure that they confirm to the eligibility criteria as stated in Clause-6 of RFP. Only after satisfying themselves of the eligibility, the Offer should be submitted.

14.2.2. The Conformity to Eligibility Criteria as per Annexure-3 among others, must contain Demand Draft towards the Application Money, Singed Integrity Pact as per Appendix G and EMD/ Bank Guarantee in lieu of EMD as per Appendix-D of Instructions of this document. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per Appendix-A.

14.2.3. The Placement of Application Money, EMD and Integrity Pact in other than Part-A Conformity to Eligibility Criteria will make the bid liable for rejection.

14.2.4. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as “PART A-Conformity to Eligibility Criteria for RFP No 240 dated 10/04/2017 for Supply, Customization, Installation and maintenance of Support Software for implementation of Goods and Service Tax in Central Bank Of India ”.

14.3. <u>Part B-Technical Proposal:</u>

14.3.1. Technical Proposal should be submitted as per the format in Appendix-B. Relevant technical details and documentation should be provided along with Technical Proposal.

14.3.2. It is mandatory to provide the technical details of the Solution required by the bank in the exact format of Annexure-10 of this tender.

14.3.3. The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.

14.3.4. If any part of the technical/functional requirements offered by the bidder is different from the technical/functional requirements sought in our RFP, the bidder has to substantiate the same in detail the reason for their quoting a different technical/functional requirements than what is sought for, like better feature or non availability/feasibility of the technical/functional requirements quoted by Bank, invariably to process the technical offer.

14.3.5. The Technical Proposal should be complete in all respects and contain all information sought for, as per Appendix-B. The Part B-Technical Proposal should be complete and should cover all products and services.

After ensuring the above, it shall be placed inside a separate Envelope and sealed and super scribed on the top of the cover as “PART B-Technical Proposal for RFP NO 240 dated 10/04/2017 for Supply, Customization, Installation and maintenance of Support Software for implementation of Goods and Service Tax (GST) in Central Bank Of India.

14.4. <u>Part C-Commercial Bid:</u>

14.4.1. Commercial Bid should be submitted as per the instruction in Appendix-C.

14.4.2. Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. The Commercial Bid should give all relevant price information as per Annexure-17. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.

14.4.3. Under no circumstances the Commercial Bid should be kept in Part-A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) Covers. The placement of Commercial Bid in Part A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) covers will make bid liable for rejection.

14.4.4. The Bill of Material must be attached only in Commercial Bid.

14.4.5. L1 bidder will be selected who quoted lowest price as per commercial bid in the prescribed format as per RFP document.

14.4.5. Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly. Bill of Material that is incomplete or conditional is liable to be rejected. Any change in Bill of Material format may render the Bid liable for rejection.

14.4.6. The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.

14.4.7. If the deliverable product mentioned above has both VAT and Service Tax, the bidder has to indicate the Goods component with percentage of VAT and Service Component with service Tax. The Goods Component + Service Component should be limited to 100% of the Cost Price. For example, if Goods Component is 60% then, the Service Component cannot be more than 40%.

After ensuring the above, it shall be placed inside a separate Envelope and sealed and super scribed on the top of the cover as "PART C-Commercial Bid for RFP NO 240 dated 10/04/2017 for Supply, Customization, Installation and maintenance of Support Software for implementation of Goods and Service Tax (GST) in Central Bank Of India.

15. <u>Application Money:</u>

15.1. This document can be downloaded from Bank's website www. centralbankofindia.co.in. In that event, the bidders should pay the Application Money of Rs. 10,000/- by means of DD drawn on any scheduled Commercial Bank in favour of Central Bank of India, payable at Mumbai and submit the same along with "Part-A-Conformity to the Eligibility Criteria".

15.2. Submission of the Application Money in other than with "Part-A-Conformity with the Eligibility Criteria" is liable to be rejected on grounds of non-payment of Application Money.

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

16. <u>Earnest Money Deposit (EMD)/Bank Guarantee In Lieu Of EMD:</u>

16.1. The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) of Rs. 5,00,000/- (Rupees Five 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 kept along with the Part-A - Conformity to Eligibility Criteria.

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

16.3. Submission of EMD in other than Part A-Conformity to Eligibility Criteria Envelope is liable to be rejected on grounds of non-submission of EMD.

16.4. 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.

16.5. The EMD may be forfeited/ Bank Guarantee may be invoked:

16.5.1. If the bidder withdraws or amends the bid during the period of bid validity specified in this document.

16.5.2. 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.

17. Software Version:

The bidder should ensure usage of latest licensed software with proper update/patches and their subcomponents as has been sought in the technical/functional requirements. The Offer may not be evaluated and / or will be liable for rejection in case of non- submission or partial submission of Software Version of the items offered. Please note that substituting required information by just software name is not enough. Bidder should not quote software items which are impending End of Life/End of Support.

18. Documentation:

Technical information in the form of Brochures / Manuals / CD etc. of the most current and updated version available in English must be submitted in support of the Technical Offer made without any additional charges to the bank. The Bank is at liberty to reproduce all the documents and printed materials furnished by the Bidder in relation to the RFP for its own use.

19. Costs & Currency:

The Offer must be made in Indian Rupees only as per Bill of Material (Annexure-17).

20. Erasures or Alterations:

The Offers containing erasures or alterations or overwriting may not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure/manual” is not acceptable. The Bank may treat such Offers as not adhering to the tender guidelines and as unacceptable.

21. Assumptions/Presumptions/Modifications:

The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the Bidder’s response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, presumptions, modifications, terms, conditions deviations etc., have been accepted by the Bank and communicated to the bidder in writing. The bidder at a later date cannot make any plea of having specified any assumption, terms, conditions, deviation etc in the bidder’s response to this RFP document. No offer can be modified or withdrawn by a bidder after submission of Bid/s.

22. Submission of Bids:

22.1. The Name and address of the Bidder, RFP No. and Due Date of the RFP are to be specifically mentioned on the Top of the envelope containing Bid.

22.2 If the envelopes, including the outer envelope is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening.

22.3. The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents.

First Official
Mr S.N.Nagpurkar **Asstt. General Manager** **Central Bank Of India ,** **Plot No 26, Sector 11, CBD Belapur, Navi Mumbai - 400614.** **Tel – 022 67123556**

23.1 Bidder's representative may be present in the place and venue well in time along with an authorization letter in hand for each bid opening under this RFP, as per the format (Annexure–6) enclosed.

Note: Authorisation letter should be carried in person and shall not be placed inside in any of the bid covers.

23.2. Attendance of all the representatives of the bidders who are present at bid opening will be taken in a register against Name, Name of the Company and with full signature.

23.3. The Bidders may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen circumstances or declared as holiday then the bid will be accepted up to 3.00 PM on the next working day and bids will be opened at 3:30 PM at the same venue on the same day.

23.4. The following details will be announced at the time of bid opening.

23.4.1. Name of Bidders participated.

23.4.2. Presence or absence of Application Money and EMD.

23.4.3. Such other details as the Bank at its discretion may consider appropriate.

23.5. If any of the bidders or all bidders who submitted the tender are not present during the specified date, time, and venue of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the Part A– Conformity to Eligibility Criteria in their absence.

23.6. The Part-A Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on Appendix-A stipulated in RFP document. The Part B-Technical Proposal of only those bidders who qualified in Part A- Conformity to Eligibility Criteria will be opened with due communication by the bank.

23.7. The Commercial Bid of only those bidders who qualified in Part-B Technical Proposal will be opened for arriving at L1.

C. Selection of Bidder

24. Preliminary Scrutiny:

24.1. The Bank will scrutinise the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed, whether items are offered as per RFP requirements and whether technical documentation as required to evaluate the offer has been submitted.

24.2. Prior to detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms and conditions, scope of work and technical specifications and bidding document is submitted without any deviations.

25. Clarification of Offers:

25.1. During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The bidder has to respond to the bank and submit the relevant proof /supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank.

25.2. The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. Bank's decision with regard to 'minor non-conformity' is final and the waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

26. Evaluation of Bid:

26.1. The Bank will evaluate the bid submitted by the bidders under this RFP. The Bid will be evaluated by a Committee of officers of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.

26.2. Part A-Conformity to Eligibility Criteria:

The Part A- Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on Clause-6 of RFP. The documents submitted as per Appendix-A will be evaluated by the Bank and Bank will seek clarification, if required.

26.3. Part B-Technical Proposal:

26.3.1. The Technical Bids of those Bidders who have qualified in Part A- Conformity to Eligibility Criteria shall be opened for further process. The documents submitted as per Appendix-B will be evaluated as by the Bank and Bank will seek clarification, if required.

26.3.2. The Technical Evaluation will be for Technical and Functional requirement as per Annexure-10 and presentation as mentioned in requirement details (Clause no. 8) of RFP. The method/process of Technical evaluation and selection of the bidder is as per Annexure- 15

26.3.3. Presentation and Demonstration for the GST Modules will be an important input to understand quality of the Bidder's Capability and experience and other details furnished by the Bidder. Bank will call for demonstration and presentation for GST modules.

26.3.4. Based on the evaluation, each Bidder will be given marks as specified elsewhere. Only those Bidders scoring minimum 70% of the technical evaluation and fulfilling the Terms & Conditions will be short-listed for commercial evaluation. Marks obtained in the as technical score will be rounded down (Example – If a bidder gets 95.5 marks, it will be treated as 95 only)

26.3.5. The decision of Bank in this regard shall be final and no correspondence shall be entertained.

26.3.6. The method/process of Technical evaluation and selection of the bidder is annexed as annexure- 15

26.4. Part C-Commercial Bid:

26.4.1. The Commercial bids of only those qualified under Technical Evaluation will be opened in the presence of bidder/s who are interested in being present during the process on the date decided by the Bank. L1 bidder will be decided among technically qualified bidder who quote the lowest price on the basis of commercial bid only

27. Bidders Presentation/Product Demonstration:

27.1. Bidders qualified under evaluation of Part A-Conformity to Eligibility Criteria will be called for Demonstration of requirement mentioned in the RFP.

27.2. Time & date Schedule for demonstration and presentation will be decided by the Bank. The place of demonstration for presentation will be at Mumbai

27.3. All expenses incurred in connection with the above shall be borne by the bidder.

27.4. Setting of evaluation criteria for product demonstrations/presentation shall be entirely at the discretion of the Bank. The decision of Bank in this regard shall be final and in this regard, no correspondence shall be entertained.

28. <u>Intimation to Qualified/Successful Bidders:</u>

The names of qualified bidders will be displayed on the Notice Board of the Bank. Commercial Bids of only technical qualified bidders shall be opened. Final list of the bidders will be announced as indicated above. No separate intimation will be sent to successful Bidder.

29. <u>Bid Validity Period:</u>

The Offer submitted and the prices quoted therein shall be valid for 180 days from the date of opening of Commercial Bid. Bid valid for any shorter period shall be rejected by the Bank.

30. <u>Proposal Ownership:</u>

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

31. <u>Project Ownership:</u>

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

32. <u>Acceptance of Offer:</u>

32.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.

32.2. The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.

32.3. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender the RFP with or without modifications. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.

32.4. The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

33. <u>Award of Contract:</u>

33.1. Bank will notify the name of the selected bidder by display in the Notice Board of the Bank.

33.2. The contract shall, be awarded and the order shall be placed on selected Bidder.

33.3. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the bidder.

33.4. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.

33.5. The Shortlisted bidder/s will be required to supply the solution to various branches /Offices of the Bank.

D. TERMS AND STIPULATIONS.

34. Effective Date:

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

35. Security Deposit / Performance Bank Guarantee:

35.1. The successful bidder should submit a Security Deposit / Performance Guarantee for 10% of total value of the contract within 15 days from the date of acceptance of the Order.

35.2. Security Deposit should be submitted by way of DD drawn on Central Bank Of India payable at Mumbai / Bank Guarantee may be obtained from any of the Scheduled Banks (other than Central Bank Of India). However it should be as per the Appendix-E.

35.3. Security Deposit/Performance Bank Guarantee should be valid for total contract period (Six years) from the date of acceptance of the solution and shall be retained till the completion of Contract period. The guarantee should also contain a claim period of Three months from the last date of validity.

35.4. 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.

35.5. The security deposit / bank guarantee will be returned to the bidder on completion of Warranty Period.

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

36. Execution of Agreement.

36.1. The selected bidder shall sign a stamped “Agreement” with the Bank at Mumbai as per the format to be provided by the Bank.

36.2. The Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after Bid evaluation and negotiation. The Agreement shall be executed in English language in one original, the Bank receiving the duly signed Original and the selected Bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.

36.3. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form a part of the Contract Agreement till the conclusion of the contract.

37. Supply, Customization, Installation, Implementation and Integration:

37.1. Bank shall provide the address and contact details for Supply of Solution while placing the order.

37.2. Supply, Installation, Implementation and Integration of all customized software items should be completed within 8 weeks from the date of acceptance of the Purchase Order including UAT acceptance for moving into production on 01.06.2017.

37.3. The installation will be deemed as incomplete if the software is not delivered or is supplied but not installed and/or not operational or not acceptable to Central Bank Of Indiaafter acceptance testing/examination.

37.4. In such an event, the supply & installation will be termed as incomplete and it will not be accepted. The software will be accepted after complete integration and satisfactory working of the software.

The software should be implemented in full and become operational on or before 01.06.2017 so that the bank will be in a position to adopt GST with effect from 01.07.2017

38. Integration & Interfaces:

38.1. The required Integration & Interfaces with the Banks Software Systems, i.e. B@nc24The solutions should be capable of seamless integration with the Core Banking Solution (CBS) implemented by the Bank as per the specification of CBS Interface, i.e. B@nc24. The bidders have to provide necessary interface and undertake the integration with the CBS.

38.2. The solution should also be capable of seamless integration with Single authentication System (SAS) already implemented in the Bank for User management / access control.

38.3. The solution should integrate with Bank's CBS, SAS.

39. User Acceptance Test(UAT):

39.1. Acceptance Criteria

The problems reported during the UAT will have to be solved with in shortest period so that the package will be moved to production on or before 01.06.2017.

39.2. The selected Bidder shall first deliver customized software as per the requirements mentioned in Annexure-10. The Bidder will install the customized application software in a test server and parameterize it, as per Bank's requirement and upload live data in the test server. The server hardware for the test server will be provided by the Bank. The Bank expects the Bidder to install and maintain a test environment, which will be available to the Bank at all times, for the purpose of testing.

39.3. The bidder will assist the bank to conduct a preliminary test to ascertain the extent to which the software has met business requirements as furnished in the RFP. The testing also includes testing to ascertain the functionality, response time, & performance of the application software are as per the expectations of the Bank.

39.4. Thereafter the Bank and selected Bidder as mentioned earlier shall proceed to arrive at Gaps and the customization required to meet all the requirements of the Bank.

39.5. The selected Bidder after customizing software as per Gap analysis will deliver the customized software to the Bank for conducting Acceptance Test.

39.6. During the Acceptance test the Bank shall conduct testing that shall broadly cover the testing of the application software to verify it's conformity with the business & technical requirements.

39.7. The Bidder shall fix the Bugs and carry out the necessary rectifications wherever necessary and deliver patches/version towards changes effected. The Bank shall test patches / version to ascertain the changes made, bugs fixed and to ensure that there is no regression in the software.

39.8. The Bank shall give sign-off for moving the application software for Pilot implementation only after the critical or major Bugs are fixed as mentioned above.

39.9. All the above process should be completed on or before 01.06.2017.

40. <u>Data Migration, Data transfer and Master creation:</u>

40.1. The bidder shall provide necessary tools & support services for migration of the data from the legacy system of the Bank and also for first time Master creation for the respective GST requirements of the bank/branches.

40.2. The selected bidder has to inform all the mandatory fields required for migration and also provide the facility to upload the data with default value for mandatory fields if the same are not readily available. There must also be a facility to modify these mandatory fields subsequently by Bank.

40.3. The selected Bidder is responsible for providing support to complete data cleaning and validation of the data migrated from the legacy systems to Data Centre.

40.4. The selected bidder should provide facility for capturing the data through data entry module/screen, which arises out of the gap between the data available in the above banking software and that required by the proposed system.

41. <u>Implementation:</u>

41.1. After completing the Test in simulated environment, (by using the test server) the selected Bidder will port the software in the live server at Data Centre to take the project forward for implementation.

41.2. At the end of the successful conclusion of the implementation phase, the application software shall be accepted by the Bank.

41.3. The Bidder will be responsible for maintaining appropriate program change control and version control for all the modifications / enhancements carried out

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

42. <u>Security</u>

42.1. Vendor will ensure the software delivered is in conformity with security standards and is without any security vulnerability.

42.2. The solution should conform to the security requirements of the RBI, Respective Government Agencies and the Bank and provide such regulatory requirements at no additional cost to bank during the warranty and AMC period.

42.3. Bank may conduct audit, Vulnerability Assessment and Penetration Test or any other audit /security audit as per the discretion of the Bank time to time of the software supplied by the vendor either through internal or external auditors. The vendor will attend and resolve the all the issues as pointed out in the observations of such audit without any additional cost.

43. Source code and escrow

43.1. The selected Bidder shall place the source codes of the solution product and their technical documentation i.e. the procedures necessary to build the Source into executable from the Application solution, within one year of formal acceptance thereof with an escrow agent as per the terms and conditions of a tripartite agreement to be signed between the Bank, the selected bidder and the escrow agent.

43.2. The source code shall contain all information in eye readable form necessary to enable a reasonably skilled programmer or analyst to maintain and /or enhance the program(s) and that, without prejudice to the generally of the foregoing, the source shall contain all listing of code, programmer's comments, logic manual and flowcharts.

43.3. The escrow will be released to and become the property of the Bank in the event that the Contract is terminated for either Default or Insolvency, or should the selected bidder cease, or give notice of intention to cease to provide maintenance or technical support service for the Software as required by the Contract. The agent will effect the release within 15 days of receipt of written demand from the Bank therefore.

43.4. The contents of the escrow shall be kept current with the most recent release of the Software as long as the Bank contracts with the selected bidder for Software maintenance, within 3 months of the installation of said release into production operation at the Bank's site. The escrow shall be established so as to maintain the last three versions deposited.

43.5. The selection of the escrow agent will be made jointly by the Bank and the selected bidder. All costs incurred in connection with the escrow arrangement will be borne by the selected bidder.

44. Penalties/Liquidated Damages(LD):

44.1. Penalties/Liquidated damages for delay in Delivery and Installation of Software would be as under.

44.1.1. Non-compliance of the Supply/delivery clause will result in the Bank imposing penalty of 1% on delay in delivery per week or part thereof, on the invoice value.

44.1.2. However the total Penalty/LD to be recovered under delivery clause shall be restricted to 10% of the total value of the order.

44.2. Penalties/Liquidated Damages for non-performance: If the specifications of the RFP are not met by the bidder during various tests, the bidder shall rectify the same at bidders cost to comply with the specifications immediately, failing which the Bank reserves its right to invoke the Bank Guarantee.

44.3. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.

44.4. All the above LDs are independent of each other and are applicable separately and concurrently.

44.5. LD is not applicable for the reasons attributable to the Bank and Force Majeure.

45. Pricing & Payments:

45.1. The Price offered to the Bank must be in Indian Rupees and inclusive of Duties/Insurance/Freight/charges of road permit but Exclusive of all taxes CST/LST /VAT/GST, etc. The Vendor has to quote the applicable taxes separately.

45.2. The item value along with CST/VAT/GST should be claimed in the invoice and CST/VAT/GST will be paid in actuals at our end.

45.3. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract including warranty period.

45.4. From the date of placing the order till the delivery of the systems, if any changes are brought in the duties such as excise/customs etc., by the Government resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank.

45.5. If any of the deliverable product, mainly, Hardware, Software, services / Support etc. has both VAT and Service Tax, Bank will pay only VAT for Goods Component of Hardware/ Software and Service Tax for Service Component of Hardware/Software. The Goods Component + Service Component should be limited to 100% of the Cost Price of Hardware/ Software.

46. Payment Terms:

46.1. Payment schedule will be as under:

Sl. No.	Component	Payment Terms	% of payment
a.	Application Software and customization	Delivery of customized version of application software to UAT and on submission of Invoice and proof of Delivery.	30% of total order value
b.	Implementation	After full implementation.	50 %of total order value
c.	Warranty	After completion of warranty period of one year	20 %of total order value
d.	Annual Maintenance Charges (AMC) includes on-site support	The amount shall be payable half yearly in arrears.	

46.2. Bank will release the payment on completion of activity and on production of relevant documents/invoices. Please note that Originals of invoices (plus One Copy) reflecting Taxes & Duties, Proof of delivery/acceptance certificate duly signed by Bank officials should be submitted while claiming payment in respect of orders placed.

46.3. Bank will not pay any amount in advance.

46.4. Payment shall be released within 30 days of submission of relevant documents as per RFP terms.

46.5. The payments will be released through NEFT / RTGS and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.

47. <u>Order Cancellation/Termination of Contract:</u>

47.1. The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:

47.1.1. Delay in delivery beyond the specified period for delivery.

47.1.2. Serious discrepancies noted in the items delivered.

47.1.3. Breaches in the terms and conditions of the Order.

47.2. The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:

47.2.1. Non submission of acceptance of order within 7 days of order.

47.2.2. Excessive delay in execution of order placed by the Bank.

47.2.3. The selected bidder commits a breach of any of the terms and conditions of the bid.

47.2.4. The bidder goes in to liquidation voluntarily or otherwise.

47.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.

47.2.6. The progress made by the selected bidder is found to be unsatisfactory.

47.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

47.3. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services during AMC period.

47.4. In case the selected bidder fails to deliver the solution as stipulated in the delivery and installation schedule, the Bank reserves the right to procure the same or similar solutions from alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder.

47.5. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.

47.6. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.

47.7. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

48. <u>Software, Drivers and Manuals:</u>

48.1. The software will have to be supplied with the complete and legal documentation of software, all subsystems, Database, system software requirements, software drivers and manuals as applicable. The bidder shall supply operation and maintenance manuals together with drawings of goods and equipment's built. These shall be in such details as will enable the bank to operate, maintain, adjust and repair all parts as stated above.

48.2. The bidder shall supply along with each item, all the related documents, Software Licenses and necessary media of the software loaded without any additional cost. The media and documents shall be in English. These will include but not restricted to User Manual, Operation Manual, technical manual etc.

48.3. All related documents, manuals, catalogues and information furnished by the bidder shall become the property of the Bank.

49. <u>Training:</u>

49.1. The Bank will identify appropriate personnel for all the training requirements.

49.2. The bidder has to train minimum 50 end users. The strength of each batch of training shall not exceed 20. The end users have to be trained in operational and functional matters.

49.3. The Core Team have to be trained both in technical matters, troubleshooting as well as functions, features and solution.

49.4. The training proposed for the staff members of Central Bank Of India will make them familiar with the software environment. Training at various levels, from administrative to end user level, has to be provided by the bidder at the Central or any 4 locations decided by Bank.

49.5. Bidder has to provide user manual and Technical documentation both in hard and soft copies (*.doc/x or *.pdf) to the Bank.

49.6. Central Bank Of India will provide all training facilities like classroom, projectors, computers etc. However, Bidder has to bear the cost for travelling, lodging and other expenses for their own personnel.

50. <u>Warranty:</u>

The warranty period shall be 1 year from the date of acceptance of the solution by the Bank. Vendor should provide onsite and off-site/remote warranty support for the Application Software for warranty period and AMC and this would commence from the date System is declared ready for Operational Use or the system being used for its intended purpose by Central Bank Of India personnel, whichever is earlier. Warranty on application software should cover bug fixing. Any malfunctioning of vendor's Application Software due to incorrect interpretation of functionality by vendor would be treated as a bug for this purpose.

51. <u>Annual Maintenance Contract (AMC):</u>

51.1. The vendor/bidder has to provide Annual Maintenance Contract Services(AMC) after completion of respective warranty periods.

51.2. During the Warranty and AMC period, the Bidder should extend the On Site Service Support whenever required.

51.2.1. Rectification of errors/defects arised if any. The services would cover bug fixing of the application software. Any malfunctioning of Selected Bidder's Application Software due to incorrect interpretation of functionality by selected Bidder would be treated as a bug for this purpose.

51.2.2. Maintenance of Software.

51.3. The AMC support includes vendor's support desk both onsite and offsite. The support may be in the form of onsite support, Telephone, E-Mail or Remote Login. The Successful Bidder should have a full-fledged support team located at vendor location.

52. Scope Involved During Warranty and AMC Period

52.1. During the period of contract up to completion of Warranty and also during Annual Maintenance Contract, the bidder shall perform the following:

52.2. If any software updates provided by the OEM as free of cost, it should be provided and installed & configured by the selected bidder during Warranty and AMC period.

52.3. Any corruption in the Software or media shall be rectified during the full period of the contract including Warranty and AMC, at no extra cost to the Bank.

52.4. The support shall be given in person or through telephone, FAX, letter and E-mail within a reasonable time as the case may be.

52.5. Only licensed copies of software shall be supplied and ported. The bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version.

52.6. Escalation matrix should be provided for support, technical, project, etc. as per Annexure-14.

52.7. The support and services includes the following

52.7.1. Development, customization, maintenance, deployment, support, Enhancements, upgrades and training of the software application.

52.7.2. All the issues in the software has to be attended without affecting the functioning of branches.

52.7.3. Support for implementation rollout

52.7.4. Configuration basic parameters /Providing support to the central technical team for configuring the parameters in the application software as and when required.

52.7.5. Handholding with Central Technical team of the Bank for technical support, operations of software, configuration of parameters, for preparing back end queries as and when required, for preparing adhoc reports/adhoc reports, for preparing database patches as and when required etc.

52.7.6. The onsite resources should co-ordinate between the Bank's Central team and team of the vendor at the offsite.

52.7.7. Migration of data from existing system to new system

52.7.8. Attending errors within the defined time period

52.8. To provide support the central technical team/help desk for branch software operations and to conduct activities such as DR drill as per the requirement and timing of bank's requirements

52.9. Selected Bidder has to attend to re-installation of Solution due to any reason like up-gradation.

52.10. The support to the Bank to carry out the day to day EOD/BOD processes, ensure consistency for data.

E. GENERAL CONDITIONS:

53. Intellectual Property Rights:

53.1. Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The bidder should ensure that the Hardware and Software supplied to the Bank shall not infringe the third party intellectual property rights, if any. The bidder has to ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as bidder.

53.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.

53.3. The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party to make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

53.4. The bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Hardware/Software.

54. Roles & Responsibility during Project Implementation

54.1. All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as installation, testing, commissioning, maintenance during warranty and AMC shall be provided by the Bidder at no extra cost to the Bank for completing the scope of work as per this RFP.

54.2. The selected Bidder shall take all steps to ensure safety of bidder's and the bank's personnel during execution of the contract and also be liable for any consequences due to omission or act of the selected bidder or theirs sub-bidders.

54.3. In case of any damage of Bank's property during execution of the work is attributable to the bidder, bidder has to replace the damaged property at his own cost.

54.4. The selected bidder has to execute an Undertaking of Authenticity for Solution as per Annexure-11.

55. Indemnity & Guarantee

55.1. The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities(including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:

55.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;

55.1.2. Any contravention or Noncompliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;

55.2. The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of services provided by them.

55.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.

55.2.2. The limits specified in the above said clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.

55.2.3. All Employees engaged by the Bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.

55.3. Bidder's aggregate liability shall be subject to an overall limit of the total Cost of the project.

55.4. Guarantees:

The bidder should guarantee that the software supplied to the Bank includes all patches, upgrades/ updates etc., and the same are licensed and legally obtained. All software items must be supplied with their original and complete printed documentation.

56. Inspection of Records:

Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software meant for the solution under this RFP and the vendor shall extend all cooperation in this regard.

57. Assignment:

57.1. The vendors shall not assign to any one, in whole or in part, it's obligations to perform under the RFP/contract, except without the Bank's prior written consent.

57.2. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Vendor under this RFP.

58. Publicity:

No publicity should be done by the bidder in which the name of the Bank is to be used.

59. Confidentiality and Non-Disclosure

59.1. The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in Annexure-8.

59.2. No Media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.

60. Amendments to Purchase Order:

Once purchase order is accepted by the bidder, no amendments or modifications of order and no waiver of any of the terms or conditions thereof shall be valid or binding unless made in writing.

61. Amendments to the Agreement:

Once agreement is executed with the bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.

62. General Order Terms:

Normally, the Order will be placed on the successful bidder as per the details given in the bid document. But, if there is any change in name/address/constitution of the bidding Firm/Company at any time from the date of bid document, the same shall be informed by the bidders to the Bank immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the bidding Firm/Company is undergoing any re-organisation/restructuring/merger/demerger and on account such a change the Firm/Company is no longer performing the original line of business, the same shall be informed to the Bank. There shall not be any delay in this regard. The decision of the Bank to place orders or otherwise under such situation shall rest with the Bank and the decision of the Bank is final.

63. Negligence:

In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such time as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.

64. Responsibility for Completeness:

64.1. The bidder shall ensure that the Solution provided meets all the technical and functional requirements as envisaged in the scope of the RFP.

64.2. The bidder shall deliver, port the software, arrange for user level demo at bidder's cost as per accepted time schedules. The bidder is liable for penalties levied by Bank for any deviation in this regard. The bidder shall provide for all drivers/software required to install, customize and test the system without any further charge, expense and cost to Bank.

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

65. Responsibilities of the Bidder.

By submitting a signed bid/response to this RFP the Bidder certifies that:

65.1. The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition.

65.2. The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.

65.3. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.

65.4. Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with CENTRAL BANK OF INDIA . In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.

65.5. The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all software and hardware to be supplied in response to this RFP shall meet requirement of the solution proposed by the Bidder. The Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to full fill all the terms and conditions of this RFP.

66. <u>Force Majeure:</u>

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

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

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

66.4. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

67. <u>Corrupt And Fraudulent Practices</u>

67.1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy.

67.2. "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

67.3. "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.

67.4. 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.

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

67.6. The decision of Bank in determining the above aspects will be final and binding on all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.

67.7. Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, Bid comparison or contract award may result in rejection of the Bidder’s bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.

67.8. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection process of vendor for Supply, Customization, Installation, Integration, Implementation and Support for Software for Goods and Service Tax in Central Bank Of India .

68. Adoption of Integrity Pact:

68.1. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.

68.2. Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.

68.3. The Bidders shall submit signed integrity pact as per Appendix–G along with Part-A Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.

68.4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates

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

68.6. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

68.7. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.

68.8. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

69. Resolution of Disputes:

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

70. <u>Modification/Cancellation of RFP:</u>

The bank reserves the right to modify/cancel/re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection/cancellation.

71. <u>Responsibilities of Selected Bidder</u>

71.1. The Selected bidder has to inform change in the management of the company, if any, to the Bank within 30 days from the date of such change during warranty and AMC period.

71.2. The Bank will call for Audited Balance Sheet of the selected Bidder at any point of time during warranty and AMC period and the selected Bidder shall provide the same.

71.3. The selected bidder shall submit updated Escalation Matrix for the product/services on a Half-Yearly basis as at the end of 31st March and 30th September during warranty and AMC period.

72. <u>Legal Disputes and Jurisdiction of the court:</u>

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

72.2. All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in Mumbai and the parties agree to submit themselves to the jurisdiction of such court as this RFP/contract agreement shall be governed by the laws of India.

Annexure-1

Checklist

Sl. No.	Particulars	Vendor Response [Yes/No]
1.	Whether Cost of the Tender document (Demand Draft payable at Bengaluru) is submitted along with the Part A-Conformity to Eligibility Criteria?	
2.	Whether EMD / Bank guarantee Submitted in the Part A- Conformity to Eligibility Criteria?	
3.	Whether the Bid is authenticated by authorized person? Copy of Power of Attorney or Authorization letter from the company authorizing the person to sign the bid document to be submitted in Part A- Conformity to Eligibility Criteria?	
4.	Whether all pages are authenticated with signature and seal (Full signature to be affixed and not initials).Erasures / Overwriting / Cutting / Corrections authenticated Certification / Undertaking is authenticated?	
5.	Whether address of Office on which order has to be placed is indicated in Annexure-4	
6.	Whether ensured that, the separately sealed envelopes containing Part A-Conformity to Eligibility Criteria, Part B-Technical Proposal and Part-C Commercial Bid for Supply, Customization, Installation and maintenance of Support Software for implementation of Goods and Service Tax (GST) in Central Bank Of Indiaare placed and sealed in another big envelope super scribed as per RFP instructions. The Name of the Bidder and Due date of the RFP is specified on the top of the envelope.	
7.	Whether ensured Indexing of all Documents submitted with page numbers?	
8.	Whether Integrity Pact as per Appendix-G has been submitted?	

Vendors to verify the above checklist and ensure accuracy of the same before submission of the bid.

Checked for accuracy

Date

Signature with seal
Name :
Designation :

Annexure-2

Bid Covering letter

Reference No: Date:

General Manager-IT
Central Bank Of India
Plot No 26, Sector 11,
CBD Belapur
Navi Mumbai
400614.

Dear Sir,

SUB: RFP for Supply, Customization, Installation, Integration, Implementation and Support for Software for Goods and Service Tax in Central Bank Of India
Ref: CO:DIT:PUR:2017-18:240 dated 10/04/2017

Having examined the tender document including all ANNEXUREs the receipt of which is hereby duly acknowledged, we, the undersigned, offer for Supply, Customization, Installation and maintenance of Support Software for implementation of Goods and Service Tax (GST) in Central Bank Of Indiain conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.
If our offer is accepted, we undertake to provide Technical consultancy / Service support / Guidance for the solution/software supplied as per the above referred RFP, during the contract period.

We enclose a Demand Draft /Bank Guarantee in lieu of EMD for Rs. 5,00,000/- in favour of Central Bank Of India as EMD.

We agree to abide by this offer till 180 days from the date of last day of opening of commercial bid and for such further period as mutually agreed between the bank and successful bidder, and agreed to in writing by the bidder. We also agree to keep the Earnest Money Deposit/Bank Guarantee in lieu of EMD during the entire validity period of the tender. However if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD/invoke the Bank Guarantee in lieu of EMD, without reference to us. We agree to abide by and fulfil all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in tender.
We enclose a list of clients in India (giving their full addresses) where we have delivered Software for Government Business. We accept all the Instructions, Technical Specifications, Terms and Conditions and Scope of Work of the subject RFP.

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

Date

Signature with seal
Name :
Designation :

Annexure-3

Eligibility Criteria Declaration

General Manager-IT
Central Bank Of India
Plot No 26, Sector 11,
CBD Belapur
Navi Mumbai
400614.

SUB: RFP for Supply, Customization, Installation, Integration, Implementation and Support for Software for Goods and Service Tax in Central Bank Of India .
Ref: CO:DIT:PUR:2017-18:240 dated 10/04/2017

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

Sl. No.	Eligibility Criteria	Documents to be submitted with this RFP	Bidder's Response
a.	The bidder should be registered company in India as per Companies Act and should be in operation for a period of at least 5 years as on date of RFP.	Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company OR Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies.	
b.	The Bidder should have a minimum annual turnover of Rs. 10 Crores in each of the last three financial years (i.e. 2013-14, 2014-15 and 2015-16).	Certificate from the Statutory Auditor of the Company.	
c.	The Bidder should be a profit making organization in each of the last three Financial years (i.e. 2013-14, 2014-15, 2015-16)	Certificate from the Statutory Auditor of the Company.	
d.	The bidder should be the owner of the solution	In case of solution owner a self-declaration has to be provided	
e.	The Bidder should have their office in Bangalore.	Proof office in Mumbai & The bidder should also submit the details viz. address, phone No., email ID and contact person name	
f.	The Bidder should have implemented any of the software	PO copies to be submitted and a certificate of implementation from	

	for banking sector under tax related activities or any other regulatory software.	the concerned Bank as specified.	
g.	The bidder should not be blacklisted by any Central/State Govt. departments/Public Sector Banks / Financial Institutions in India during the last 5 years	The Bidder should provide declaration to this effect.	

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

Date

Signature with seal
Name :
Designation :

Annexure-4
Bidder's Profile

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

Ref: CO:DIT:PUR:2017-18:240 dated 10/04/2017

Sl. No	Particulars	Details
a)	Name of the Suppliers/Firm	
b)	Constitution	
c)	Date of Establishment/Incorporation	
d)	Address Details i. Order to be placed on which Office ii. Registered Office iii. Corporate Office	
e)	Telephone No FAX No E-mail Address Website	
f)	Sales Turnover. 2013-2014 2014-2015 2015-2016	
g)	No. of employees supporting the project Marketing / Sales Technical support Research and Development Implementation Service Net Work (Number of Service Centres in) Our PAN number for Income Tax is ________________________. We are registered with the Sales Tax/Service Tax authorities and our registration numbers are as follows. Sales Tax/VAT Registration Number is ______________________. Service Tax Registration Number is _______________________.	

Our Bank Details

Name and Style of Bank Account

Name of the Bank and Branch address

Account Number

RTGS / NEFT Code

Date

Signature with seal
Name :
Designation :

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

Annexure-5

Details of Offices/ Branches /Service Centers

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

Ref: CO:DIT:PUR:2017-18:240 dated 10/04/2017

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

Date

Signature with seal
Name :
Designation :

<u>Annexure-6</u>
<u>Authorization Letter Format</u>

[To be presented by the authorized person at the time of Bid Opening (Part A, Part B & Part C)on the letter head of Bidder and should be signed by an Authorised Signatory with Name and Seal of the Company]

Ref No: Date:

General Manager-IT
Central Bank Of India
Plot No 26, Sector 11,
CBD Belapur
Navi Mumbai
400614.

Dear Sir,

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

Ref: CO:DIT:PUT:2017-18:240 dated 10/04/2017

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

____
Specimen Signature of Representative
____

Signature of Authorizing Authority

____
Name & Designation of Authorizing Authority

NOTE: This Authorization letter is to be carried in person and shall not be placed inside any of the bid covers.

Annexure–7

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

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

Ref: CPO:DIT:PUT:2017-18:240 dated 10/04/2017

Name of the Bidder__________________

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

(Enclose necessary documentary proof)

Date

Signature with seal
Name :
Designation :

Annexure-8

Non-Disclosure Agreement format

(To be given on the Company's Letter Head)

WHEREAS, we, ____, having Registered Office at ______________________________, hereinafter referred to as the Bidder, are agreeable to provide IT Infrastructure services to Central Bank Of India , having its office at Chander Mukhi, Nariman Point , Mumbai hereinafter referred to as the BANK and,

WHEREAS, the Bidder understands that the information regarding the Bank's IT Infrastructure shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the Bidder understands that in the course of submission of the offer for "offer for Supply, Customization, Installation and maintenance of Support Software for implementation of Goods and Service Tax (GST) in Central Bank Of India" and/or in the aftermath thereof, it may be necessary that the Bidder may perform certain jobs/duties on the Banks properties and/or have access to certain plans, documents, approvals or information of the BANK; NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the BANK to grant the Bidder specific access to the BANK's property/information. The Bidder will not publish or disclose to others, nor, use in any services that the Bidder performs for others, any confidential or proprietary information belonging to the BANK, unless the Bidder has first obtained the BANK's written authorization to do so.

The Bidder agrees that notes, specifications, designs, memoranda and other data shared by the BANK or, prepared or produced by the Bidder for the purpose of submitting the offer to the BANK for the said solution, will not be disclosed during or subsequent to submission of the offer to the BANK, to anyone outside the BANK.

The Bidder shall not, without the BANKs written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the Bidder for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Date

Signature with seal
Name :
Designation :

Annexure-9

Technical Bid Covering Letter

To,
General Manager
Central Bank Of India
Plot No 26, Sector 11,
CBD Belapur,
Navi Mumbai
400614

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

Ref: CO:DIT:PUT2017-18:240 dated 10/04/2017

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

Sl. No.	Particulars	Details to be furnished by the Bidder
a.	Technical specification as per ANNEXURE-10	
b.	Name of the Bidder	
c.	E-mail address of contact persons	
d.	Details of: i. Description of business and business background ii. Service profile & Client profile	
e.	Approach and methodology for the proposed scope of work along with illustrative deliverables.	
f.	Details of similar assignments executed by the bidder during the last three years in India (Name of the Government Organisations/Public Sector Banks and other Public Sector Units, time taken for execution of the assignments and documentary proof from the Government Organisations/Public Sector Banks and other Public Sector Units are to be furnished)	

g. List of applicants major customers in last 3 years and details as below may be taken:

   i) Name and complete postal Address of the customer.

   ii) Name, designation, Telephone , Fax, Talex Nos., e-mails and address of the contact person(customer)

h. Details of inputs/requirements required by the bidder to execute this assignment.

i. Conformity to the obtaining of various certificates/bench mark testing standards for the items quoted to meet the intent of the RFP

Declaration:

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

Date   Signature with seal

Name :

Designation :

Annexure-10

Functional Requirement of Software for Goods and Service Tax

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

Ref: : CO:DIT:PUR:2017-18:240 dated 10/04/2017

The Bank needs the application software

(a) to take the available DATA from CBS and to ensure that all the requirement of CGST/SGST/IGST/UGST laws/rules/forms/return procedure are complied with in relation compiling and filing of various monthly/quarterly/annual returns and keeping such data in the server and should be able to retrieve in the case of audit/inspection by the State/ Central authorities.
(b) The Invoices for Input credit (ITC) should be saved in the server. The package should provide proper linkage for saving the Invoice for ITC in the server and the related entry passed in the package and return filed for taking ITC.
(c) The final GST law / rules adopted should be incorporated in the package for full compliance and if any subsequent modification / addition/ changes notified should be incorporated for full compliance of GST rules.
(d) The Bank will provide the minimum changes in CBS that are absolutely required such as GSTN No.
(e) The package should provide for end to end solution

    i. to collect the DATA from CBS with suitable interface or upload or any other means that may be decided with the selected bidders;

    ii. for processing of such DATA collected from the CBS as per requirement of filing of various returns;

(f) Proper provision should be made for furnishing of DATA not captured in the CBS such as interbank transactions/transaction without consideration etc., and to be processed along with the DATA captured I (i) as above for filing of returns.
(g) Provide various MIS report that may be required from time to time for full compliance of GST , Audit and inspection by department and monitoring of the branch compliance
(h) The package should provide the adequate number of users for each states for processing and filing of return and that should be integrated through our SAS package.
(i) There should be proper provision for punching of data by all the branches and maintenance of data branch wise apart.

(j) There should be validation for the DATA punched by the branches and proper time log and user log should be made available for monitoring.
(k) All the cyber security features are to be incorporated in the package.
(l) There should be provision to the BR/RO/ZO and Central Office for user management
(m) Other requirements for proper compliance of GST provisions are to be incorporated in the package

The following requirements are also to be provided in the package along with the above requirements.

10.1. The software should be able to collect the DATA required for GST implementation from CBS. The mode of collection of DATA will be in consultation with our DIT wing.

1.2. Generate invoice number and date of invoice as per date of transactions. Segregate the same as per address available in the system for B to C transactions and select address from GSTN for B to B transactions.

1.3. For those account where the address is not traceable/identifiable or cannot be pulled down as the city/location is not filled up, for those accounts, till the proper filed is filled for extraction of DATA as per address, the DATA should be captured on the address of the branch. For all walk in customers, the address is the location of the Branch.

1.4. The software should enable to migrate the data from CBS and change it in the format required by GSTN for various return and process for filing the return.

1.5. The package should handle the collection of DATA for all commission/earnings/other income/ on a day to day basis.

1.6. The software should provide DATA format for furnishing the details/transactions of distinct person/related person/between branches and integration with return of each state.

1.7. The software should handle registration of All states and union territories and CGST/SGST/IGST

1.8. The software should handle filing of various monthly/quarterly/annual Returns as per GSTN requirements.

1.9. The software should be enabled to file the return state wise/centrally/union territory wise.

1.10. There should be an interface with the GSTN/Suvidha providers by the bidders so that the various returns are filed from the software package directly to the GSTN.

1.11. There should be validations at each stage in conformity with the requirement of GSTN.

1.12. There should be format provided in the package for collecting the DATA of input tax credit from the branches and the same should be interfaced with the ITC return.

1.13. Carry out all changes in functionality on account of changes due to new legislations / statutes, Rules and notifications (Government Orders) and changes requested by the Department.

1.14. There should be proper provision to take the DATA from CBS and tallying with the return filed for Annual Return.

1.15. Debit Note and Credit Note provision should be made in accordance with the Bank accounting and with the ACT/rules/Formats prescribed under GSTN

Further

i If the Bidder feels that certain features offered are superior to what has been specified by the Bank, it shall be highlighted separately. Information regarding any modification required in the proposed solution to meet the intent of the specifications and state-of-the- art technology shall be provided. However, the Bank reserves the right to adopt the modifications / superior features suggested/offered.

ii The Bidder shall provide all other required equipment's and/or services, whether or not explicitly mentioned in this RFP, to ensure the intent of specification, completeness, operability, maintainability and upgradability.

iii The selected bidder shall own the responsibility to demonstrate that the services offered are as per the specification/performance stipulated in this RFP and as committed by the bidder either at site or in bidder's work site without any extra cost to the Bank.

Date

Signature with seal:
Name :
Designation :

Annexure-11

Undertaking of Authenticity for Software for Goods and Service Tax

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

Ref: : CO:DIT:PUR:2017-18:240 dated10/04/2017

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

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

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

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

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

Date

Signature with seal
Name :
Designation :

Annexure-12

Compliance Statement

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

Ref: CO:DIT:PUR:2017-18:240 dated 10/04/2017

DECLARATION

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

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

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

Date

Signature with seal
Name :
Designation :

<u>Annexure–13</u>
<u>Undertaking Letter Format</u>

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

Ref: CO:DIT:PUR:2017-18:240 dated 10/04/2017

We understand that Bank shall be placing Order to the Selected Bidder exclusive of taxes only. We also confirm that we have quoted the Goods component with percentage of VAT and Service Component with percentage of service Tax. The Goods Component + Service Component is limited to 100% of the Cost Price.

We are agreeable to the payment schedule as per “Payment Terms” of the RFP.

Date   Signature with seal
Name :
Designation :

Annexure-14
Escalation Matrix

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

Ref: CO:DIT:PUR:2017-18:240 dated 10/04/2017

Name of the Company:

Delivery Related Issues:

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

Service Related Issues:

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

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

Date

Signature with seal
Name :
Designation :

Annexure-15

i. Technical Proposal: Apart from the details required to be provided under clause 9,10 and annexure 10 of the RFP, this should include all the details and explain the application software package and its ability to cater the needs of the Bank and its successful completion and implementation on or before 01.06.2017.

ii. The process already under taken and progress of the package.

iii. The functionality available in the existing developed software and its capability to customize according to the bank's requirement.

iv. How the software is ensured that the bank will not be put into non- compliance due to software problem.

v. The approach should have a clear layout of the conceptual design and the implementation stages and deliverables at the end of each stage. It should also contain the details of similar work undertaken with Indian Public Sector Banks or other Banks engaged in businesses similar to Central Bank Of India .

vi. The technical proposal should also include details of the team, its composition and key executives proposed in various stages of the project.

vii. The number of dedicated personnel with prior experience in handling this application software package development and it's present stage of completion and the commitment to Central Bank Of Indiafor completion of the project with in the scheduled time shall be reckoned for awarding the contract.

(B) Evaluation Criteria

(i) The evaluation of Bidders will be based on a three step process.

a) The Bidders qualifying eligibility criteria will be invited for a presentation. Technical scores will be given based on the bid submission and presentation.

b) Post the presentation, Bidders 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 Contract will be based on commercial bid only. The commercial bids of only technically qualified bidders will be opened and the bidder who quoted the lowest price will be decided as L1 Bidder. Contract will be awarded to L1 bidder.

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

Sl	Evaluation Parameters	Maximum Marks
1	Standing of the company	5
	10 years and above	*5*

	More than7 ; but < 10years	*4*
	More than 5; but < 7 years	*3*
2	Experience in GST project or other Tax related/regulatory project handled in the Banks	15
	More than 5 assignments	*1 5*
	3 to 5 assignments	*8*
	Up to 3 assignments	*4*
3	Approach, Methodology and work plan inss the project.	10
	Understanding the job	*3*
	Approach and Methodology	*3*
	Work plan	*4*
4	Deliverables under the project	15
	Detailed deliverables – based on the deliverables provided by the bidder to meet the requirements of the Bank and GST compliance with in the time schedule	
5	Suitability of key resources & competency	10
	Quality of key resources to be assigned to the project, relevant experience of the resources and Banking software knowledge and previous experience in implementation of centralized software in the Banks.	*5*
	Competency: competency of the organization in various areas of technology and the different skill sets that the resources possess with their years of experience. The strength of the competency consists of architects, developers, business analysts and administrators and their experience in the areas of Software development and implementation in the Public sector banks in the areas related to Tax & regulatory software.	*5*
6	Meeting of timelines/present stage of development of package for GST	15
8	Presentation and evaluation of the entire project & Technical proposal	30
	Total	100

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 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.

(C) **Final selection** :- Bidder who achieves overall score of 70% in technical Evaluation will qualify for the next stage of evaluation (Commercial Bid evaluation).

Final selection of the bidder will be decided only on the basis of commercial quoted by the bidder (Please Note- Eligibility criteria and Technical evaluation are only required to move bidder proposal to next level in Bid process).

<u>The Bidder who quoted the lowest price as per Bank RFP document will be selected as L1 bidder and contract will be awarded to L1 bidder only. If L1 bidder refuses, then contract will be awarded to L2 bidder subject to the condition L2 matches the price of L1 bidder ,if L2 also refuses contract then contract will we awarded to L3 bidder if L3 bidder matches the price quoted by L1 bidder.</u>

Annexure-16

Covering letter for Commercial Bid

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

Reference No :

Date :

To

The General Manager
Central Bank Of India
Plot No 26, Sector 11
CBD Belapur, Navi
Mumbai 400614

Dear Sir,

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

Ref: CO:DIT:PUR:2017-18:240 dated 10/04/2017

We thank you for providing us an opportunity to participate in the subject RFP. Please find our commercial offer as per Annexure-17-Bill of Material for the subject RFP along with this covering letter.
We conform to the terms & conditions stipulated in the RFP document, subsequent Amendments, if any and reply to the Pre-Bid Queries. We also confirm that we are agreeable to the payment schedule mentioned in the subject RFP.

Date

Signature with seal
Name :
Designation :

Annexure-17

Bill of Material

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

Ref: CO:DIT:PUR:2017-18:240 dated 10/04/2017

Table A-Price Details of Software for implementation of GST in Central Bank Of India

[Amount in Indian Rupees]

Sl. No.	Modules for Government Business	Cost Price				ATS *				Of
		ApplicationSoftware Andcustomizationwit hAMC(Excl.ofTaxes)		TaxforColumnE	d cl. of Taxes)	s(afterwarrantyperi od(Excl.ofTax)		TaxforColumnE	TotalAMCfor5years incl. of tax	TotalCostperunitwith AMC (Incl.tax)
		A	B % of tax	C Tax Amt	D=A+C	E	F % of Tax	G Tax Amt	H= E +G	I=D + H
1.	Application software package for implementation of GST in the Bank as per RFP									

*Year wise breakup of AMC should be furnished in Table-C.

Table-B

Total Cost for 6 Years Contract Period

(Amount in Indian Rupees)

Sl. No.	Details	Cost inclusive of tax
1.	Total Cost as per Table-A [Total of Column I]	

Table-C

Post Warranty AMC Charges year wise

Sl. No.	Description	Post Warranty ATS Charges year wise								
		2nd Year	3rd Year	4th Year	5th Year	6th Year				
		AMC Charge (Excl. of tax)	AMC Charge (Excl. of tax)	AMC Charge (Excl. of tax)	AMC Charge (Excl. of tax)	AMC Charge (Excl. of tax)	Total AMC for 5 Years (Excl. of Tax)	Tax %	Tax in Amt.	Total ATS for 5 Years (Incl. of Tax)
		a	b	c	d	e	f=(a+b+c+d+e)	g	h	i=(f+h)
1.	Application software package for implementation of GST in the Bank as per RFP									

Cost for CR if any :- Please mention cost Man hours per day basis Rs.. ……. (will not rank for L1 qualification and will be decided as per mutual consideration at later stage)

Note

i. The Charges mentioned in column “f” of Table-C should tally with the charges mentioned under Price Details in column “E” of Table -A of Bill of Material.

ii. The Charges mentioned in column “i” of Table-B should tally with the charges mentioned under Price Details in column “H” of Table –A of Bill of Material.

Declaration:

a. Bill of material is submitted on the letter head and is signed by an Authorised Signatory with Name and Seal of the Company.

b. We confirm that we have gone through RFP clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.

c. We have not changed the structure of the format nor added any extra items. We note that any such alternation will lead to rejection of Bid.

d. We agree that no counter condition/assumption in response to commercial bid will be accepted by the Bank. Bank has a right to reject such bid.

e. If the deliverable product mentioned above has both VAT and Service Tax, the bidder has to indicate the Goods component with percentage of VAT and Service Component with service Tax. The Goods Component + Service Component should be limited to 100% of the Cost Price. For example, if Goods Component is 60% then, the Service Component cannot be more than 40%.

f. We are agreeable to the payment schedule as per “Payment Terms” of the RFP.

Date

Signature with seal

Name :

Designation

<u>Appendix–A</u>

<u>Instructions to be noted while preparing/submitting Part A- Conformity to Eligibility Criteria</u>

The Proposal should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory.

1) Index of all the documents submitted with page numbers.
2) Cost of Tender document by way of DD payable at Mumbai.
3) Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD.
4) Power of Attorney / Authorisation letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the tender documents.
5) Checklist as per Annexure-1.
6) Bid Covering letter as per Annexure-2.
7) Eligibility Criteria declaration with documentary proof in support of the Eligibility Criteria as per Annexure-3.
8) Profile of the Company / Firm as per Annexure-4.
9) Details of Offices/Branches/Service Centers as per Annexure-5.
10) Track Record of Past Implementation Software for Government Business covering Name and addresses of major clients and email ids, telephone numbers (landline and mobile no), fax numbers of their contact executives etc as per Annexure-7.
11) Non-Disclosure Agreement as per Annexure-8.
12) Write up on the Work Experience / Expertise in Implementing Software for Government Business.
13) Signed integrity Pact as per Appendix-G.

Appendix-B

Instructions to be noted while preparing/submitting Part B- Technical Proposal

The Technical Proposal should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory. Technical Offer for this RFP shall be made as under:

1) Index of all the document submitted with page numbers.
2) Technical Bid Covering Letter as per Annexure-9.
3) Compliance to functional requirement should be complete with all columns filled in as per Annexure-10.
4) Undertaking of Authenticity for Software for Goods and Service Tax as per Annexure-11.
5) Compliance Statement as per Annexure-12.
6) Undertaking Letter as per Annexure-13.
7) Escalation Matrix as per Annexure-14.
8) Masked Bill of Material as per Annexure-17.
9) Ownership letter by the bidder.
10) Undertaking letter by the Bidder that they are having necessary licenses for all the software which is required for Software for Goods and Service Tax.
11) The Bidder to submit a certificate that the proposed Software for Goods and Service Tax offered by the bidder to the Bank is correct, viable, technically feasible for implementation and the solution will work without any hassles in all the locations .
12) Technical Documentation (Product Brochures, leaflets, manuals, drawings).
13) The Bidder should provide an undertaking stating that all the critical / essential / preferred functionalities as required by the Bank will be provided by the Bidder as per the delivery schedule mentioned in the RFP.
14) A detailed list of the other Infrastructure required and any other precautions to be undertaken should be given in detail along with the Technical Proposal.

Appendix-C

Instruction to be noted while preparing/submitting Part C-Commercial Bid

The commercial Bid should be made in an organized, structured, and neat manner. Brochures / leaflets etc., should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory.

The suggested format for submission of commercial Offer for this RFP is as follows:

a) Covering Letter for Commercial Bid as per Annexure-16.

b) Bill of Materials as per Annexure-17.

Appendix–D

Bank Guarantee Format for Earnest Money Deposit

To

…………………………….………………

…………………………………………...

…………………………………………...

WHEREAS ______________________________(Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated _______________________ (Date) for the execution of (Name of Contract)____________ _______(hereinafter called "the Tender") 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 Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or

(b) If the Tenderer having been notified of the acceptance of his Tender by the Beneficiary during the period of Tender validity;

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

(ii) fails or refuses to furnish the performance security, in accordance with clause ___________ of conditions of Contract.

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

Appendix-E

Proforma of Bank Guarantee for Contract Performance

(To be submitted on Non-Judicial stamp paper of appropriate value Purchased in the name of the issuing Bank)

To : The General Manager
Central Bank Of India
Plot No 26 , Sector 11,
CBD Belapur
Navi Mumbai. 400614

WHEREAS (Name and address of M/s XXXX Ltd (hereinafter referred to as "the CONTRACTOR") has undertaken to deliver Software for Goods & Service Tax(GST) and provide training or demo to your personnel related to Supply, Customization, Installation and maintenance of Support Software for implementation of Goods and Service Tax (GST) in Central Bank Of Indiaas per their Contract dated _______________with you (hereinafter referred to as "the CONTRACT")

AND WHEREAS in terms of the Conditions as stipulated in the Contract, the CONTRACTOR is required to furnish, a Bank Guarantee by way of Performance Guarantee, issued by a Scheduled Bank in India, in your favour, as per Clause ______ of the CONTRACT, to secure due and satisfactory compliance of the obligations by the CONTRACTOR on their part, in accordance with the CONTRACT, (which guarantee is hereinafter called as "the PERFORMANCE GUARANTEE)"

AND WHEREAS the CONTRACTOR has approached us, (Name of the issuing Bank) for providing the PERFORMANCE GUARANTEE,

AND WHEREAS in consideration of the fact that the CONTRACTOR is our valued constituent and the fact that he has entered into the CONTRACT with you, WE (Name of the Bank) having our Registered Office at, ______________and local office at __________,India have agreed to issue the PERFORMANCE GUARANTEE,

THEREFORE WE (Name of the issuing Bank) through our local office at _________ India furnish you the PERFORMANCE GUARANTEE in manner hereinafter contained and agree with you as follows:

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs. ____________ (Rupees ________________ Only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs. ____________ (Rupees ________________ Only) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

This Performance Guarantee shall continue and hold good until it is released by you on the application by the CONTRACTOR after expiry of the relative guarantee period of the

Contract and after the CONTRACTOR had discharged all his obligations under the Contract and produced a certificate of due completion of the work under the Contract and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after the day of___________ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

Should it be necessary to extend Performance Guarantee on account of any reason whatsoever, we undertake to extend the period of Performance Guarantee on your request under intimation to the CONTRACTOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.

You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Contract or extend the time of performance of the Contract or to postpone any time or from time to time any of your rights or powers against the CONTRACTOR and either to enforce or forbear to enforce any of the terms and conditions of the Contract and we shall not be released from our liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the CONTRACTOR or any other forbearance, act, or omission on your part of or any indulgence by you to the CONTRACTOR or by any variation or modification of the Contract or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of
Rs. ____________ (Rupees ________________ Only) as aforesaid or extend the period of the guarantee beyond the said day of __________ unless expressly agreed to by us in writing.

The Performance Guarantee shall not in any way be affected by your taking or giving up any securities from the CONTRACTOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the
CONTRACTOR.

In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the CONTRACTOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Performance Guarantee.

Subject to the maximum limit of our liability as aforesaid, Performance Guarantee will cover all your claim or claims against the CONTRACTOR from time to time arising out of or in relation to the Contract and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of Performance Guarantee.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post it shall be deemed to have been given when the same has been posted.

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

The Performance Guarantee shall not be affected by any change in the constitution of the CONTRACTOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

The Performance Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the CONTRACTOR. Notwithstanding anything contained herein

i. Our liability under this guarantee shall not exceed Rs. ____________ (Rupees ________________ Only)
ii. This guarantee shall be valid upto __________ and ;
iii. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at Mumbaion or before ________________ (mention period of the guarantee as found under clause ii. above plus claim period).

We have the power to issue Performance Guarantee in your favour by statute and the undersigned has full power to execute Performance Guarantee under the Power of Attorney given to him by the Bank.
Dated this ________________ day of ___________________
2017. For and on behalf of
___________________ BRANCH MANAGER SEAL ADDRESS PLACE

Appendix-F
Format for Sending Pre-Bid Queries

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

Appendix-G
Integrity Pact
(This has to be submitted in the non-judicial Stamp Paper)
PRE CONTRACT INTEGRITY PACT

1. GENERAL

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

AND

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

1.2. WHEREAS the BUYER proposes to procure (Name of the Stores/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 he 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 therefor.

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

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

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

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

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

7.3. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/SELLER ONTRACTOR. 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 Bangalore.

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 the Pact shall remain valid. In such case, to parties will strive to come to an agreement their original intentions.

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

BUYER

Name of the Officer

Designation

Name of Wing
Central Bank
Of India

BIDDER

CHIEF EXECUTIVE OFFICER/AUTHORISED SIGNATORY

Witness

1)

2)

Witness

1)

2)