



**Request for Proposal for
Appointment of Consultant
For Core Banking Project**

**Tender Reference No.
CO: DIT: PUR: 2021-22: 347**

Date: 10.12.2021

Central Bank of India
Department of Information Technology,
Sector 11, CBD Belapur, Navi Mumbai-400614

Definitions and Abbreviations

Acronym	Full Form
AM	Approach and Methodology
AMC	Annual Maintenance Contract
ARA	At risk amount
ATS	Annual Technical Support
ALM	Asset Liability Management
AML	Anti-Money Laundering
BOM	Bill of Materials
CB	Commercial Bid
CBS	Core Banking Solution
CD	Compact Disk
RRB	Regional Rural Bank
DC	Data Center
DR	Disaster Recovery
DRC	Disaster Recovery Centre
EMD	Earnest Money Deposit
FR	Functional Requirements
GUI	Graphical User Interface
IT	Information Technology
NBFC	Non-Banking Financial Company
NDA	Non-Disclosure Agreement
PB	Project Demonstration & Bid Presentation
PBG	Performance Bank Guarantee
PE	Past Experience
PO	Purchase Order
Consultant	CBS & Project Management Consultant
PoP	Point of Presence
PSU	Public Sector Undertaking
RCA	Root cause analysis
Bank	Central Bank of India
RFP	Request for Proposal
SAN	Storage Area Network
SCB	Scheduled Commercial Bank
SI	System Integrator
SP	Service Provider
SLA	Service Level Agreement
TB	Technical Bid
TCO	Total Cost of Ownership
TR	Technical Requirements

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Request for Proposal (RFP) for Appointment of Consultant of Core Banking Project

1. Introduction:

Central Bank of India, established in 1911, was nationalized in the year 1969 and today is a leading public sector undertaking, listed in BSE/NSE.

The organizational structure of the Bank consists of four tiers viz., Central Office (CO), Zonal Offices (ZO), Regional Offices (RO) and Branches. CO consisting of various functional departments deals with mainly policy formulation, setting of targets and monitoring of performance. The Bank has set up 10 Zonal Offices to exercise immediate supervision and control over the 90 Regional Offices, which in turn supervise the branches under their jurisdiction. The Bank has a network of 4600 plus branches spread across the length and breadth of the country with presence in all the States and Union Territories.

The Bank also has specialized branches catering to the specific needs of Retail customers, Industrial units, corporate clients, Forex dealers, Exporters and Importers, Small Scale Industries and Agricultural sector. Bank has implemented Core Banking Solution B@ncs-24, from Tata Consultancy Services Limited, in all branches.

2. Disclaimer

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

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

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

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

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

3. Invitation for Tender Offer

Central Bank of India (hereby referred “Central Bank of India” or “Bank”) invites offer for Technical bid (online) and Commercial bid (online) from suitable eligible consulting bidders.

In this RFP document, the term “bidder/vendor/prospective bidder/ project management consultant” refers to the primary bidder together with other entities responsible for delivering products/ services mentioned in the scope of work in this RFP document.

The Schedule is given below-

RFP Reference Number	CO:DIT:PUR:2021-22:347
Cost of Tender Document by way of DD/NEFT	Rs. 5000/- (Non-Refundable)
Earnest Money Deposit / Bid Security Undertaking	INR 6,00,000- (Rupees Six Lakh Only) or Bid security declaration may be submitted
Date of Commencement	10/12/2021
Date to receive all the queries if any	16/12/2021
Date, Time and Venue of Pre-Bid meeting	17/12/2021 15:00 Hours Department of IT 1 st Floor Floor Central Bank of India Plot No. 26, Sector-11, CBD Belapur, Navi Mumbai – 400614

	OR Depending upon the situation, meeting may held virtually through Video Conferencing
Last Date and Time for receipts of Bid	07/01/2022 latest by 15:00 Hours
Opening of Bid Date and time	07/01/2022 at 15:30 Hours
Mode of bid submission & online portal's URL	Mode: Online URL: https://centralBank.abcpurchase.com/EPROC
Contact Telephone Numbers	022-67123610 022-67123608 022-67123669
Email for Communication	smitpurchase@centralbank.co.in cmtd@centralbank.co.in smsunteam@centralbank.co.in
Website:	www.centralbankofindia.co.in

The prospective bidders are advised to note the following:

- 1 The interested bidders are required to submit the Non-refundable Tender Document Fees of INR 5000/- by way of demand draft from any Scheduled commercial Bank in favor of 'Central Bank of India' and payable at Mumbai or may be paid through NEFT favoring CENTRAL BANK OF INDIA, BANK ACCOUNT NO. 3287810289 IFSC CODE – CBIN0283154.
- 2 In accordance with Government of India guidelines, Micro and Small Enterprises are eligible to get tender documents free of cost upon submission of valid MSME certificate copy.
- 3 Technical Specifications, Bill of Material documents, Terms and Conditions and various formats for submitting the tender offer are described in the RFP document and Annexures.

4. Objective of the Tender Document:

The IT environment is ever changing and accordingly BANK requirements would be varied and recurring in nature. Bank is issuing this Request for Proposal ("RFP") for Appointment of Consultant for CBS Contract renewal. The scope of work is described in detail in – "Scope of Work" section of this RFP. Bank seeks comprehensive technical and commercial proposals from "bidders" who have the capabilities to meet Banks requirements and have a serious interest in providing the services. This RFP document provides information on Bank and the requested scope of work, and instructions for the preparation and submission of the RFP Response by the bidder to perform the scope of work.

The objectives of this RFP are:

1. **Scope Definition:** To present the eligible bidders with understanding of Bank requirements to appoint a consultant for CBS Project of Central Bank of India.
2. **Proposal Request:** To invite detailed proposals from bidders as per the objectives defined in this RFP and adhering to stipulated terms and conditions.
3. **Bidder Selection:** To shortlist bidders for comprehensive technical and commercial evaluations and award the contract to the selected bidder, taking into consideration evaluation parameters defined in this RFP.

The Successful Bidder shall be the single point of contact for all services offered, as described in the scope of work, and will be fully responsible for the overall delivery, project management and co-ordination with different stakeholders as specified in sections below of the RFP

5. Duration of Contract

The overall activities of the project is expected to be completed in the time period of 24 months. Depending upon the requirement, it is required to depute the resources on site accordingly as per the requirements of the Bank for the various activities mentioned in Scope of Work.

6. For Respondent Only

The RFP document is intended solely for the information of the party to whom it is issued (“bidder/vendor/Service Provider (SP) / prospective bidder/ project management consultant”) and no other person or organization.

7. Structure of the RFP Document

This RFP document consists of the following information:

1. Overview and scope of services to be provided by selected bidder including the scope of work.
2. Technical and commercial evaluation methodology which shall be followed to select the successful bidder and
3. Terms and conditions for this RFP document, subject to Bank’s entering into a separate contract after selecting the bidder, which shall detail the terms and conditions thereof.

Annexure and Appendices Seeking Response for Evaluation

A detailed set of annexure and appendix are provided to the bidder for formulation of responses. These annexures would assist Bank in effectively normalizing the bidder’s response for various areas including bidder’s qualification criteria, functional specifications, technical requirements, proposed team strength, commercial proposals etc. The list of such annexure and appendix is provided in this document.

8. Costs Borne by Respondents

All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent.

9. No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and Bank until execution of a contractual agreement, RFP shall constitute a binding contract till such a contract agreement is executed.

10. Recipient Obligation to Inform Itself

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

11. Evaluation of Offers

The evaluation of the bidders should be based on the criteria set out in RFP document.

The RFP document will not be construed as any contract or arrangement which may result from the issue of this RFP document or any investigation or review carried out by a Recipient. The Recipient

acknowledges by submitting its response to this RFP document that it has not relied on any information, representation, or warranty given in this RFP document.

12. Acceptance of Terms

A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP document.

13. Lodgment of RFP Response

Bidders are required to submit RFP response through online mode- at
URL: <https://centralBank.abcprocure.com/EPROC>

Bids Submission will be valid if:

- If bid is submitted before the stipulated closing time.
- Only one submission of response to RFP by each Vendor / Service Provider will be permitted. The Bank is not open to alliances / partnerships and consortiums to deliver the scope of this RFP. The Bank expects experienced consultants who have the capability to serve the Bank only to quote for the services as per the scope of this RFP.

14. RFP Details

Bid submission will be effective upon Bank receiving the RFP response in the above manner. The bid must contain all documents, information, and details required by this RFP. If the submission to this RFP does not include all the information required or is incomplete or submission is through Fax / offline mode, the RFP is liable to be rejected.

All submissions, including any Banking documents, will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have done bid submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

RFP Validity Period

RFP will remain valid and open for evaluation according to their terms for a period of at least 120 days from the last date of RFP submission.

Requests for Information

All queries relating to the RFP, technical or otherwise, must be in writing only to the Specified Point of Contact and email addresses. However, Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response. Respondents should invariably provide details of their email addresses for any communication. If Bank in its absolute discretion deems that the originator of the question will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents. Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

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

16. Process

Selection of a successful consultant will involve following stages.

1. Issue of RFP document
2. Receipt of bid document
3. Opening of the bid
4. Technical & Commercial Evaluation including Reverse Auction

17. Scope of Work

The Broader Scope of Work for the Consultants are as under

1. Study the existing IT Environment / Infrastructure of the Bank.
2. Identify Immediate and year wise Refresh, Up gradations and Replacement components .
3. Plan for the next five to seven years in terms of Infrastructure / Up gradations / Licenses / Refresh / Augmentations and schedule of plan for next five to seven years. Align the IT Infrastructure with the Business Strategy / Growth and prepare Technology road map for next five to seven years.
4. Formulating Hardware(s) Sizing, Bill Of Materials (BOM), Technical Specifications and complete RFP Document
5. Technical evaluations of RFPs and to assist the Bank during RFP process
6. Price Discovery for base price fixation, Negotiation, AMC Renewal, Facility Management Services (FMS) etc.
7. Drafting Purchase Order (PO) and Service Level Agreement (SLA)
8. Co-ordinating with Vendor for Execution of Service Level Agreement (SLA) and prepare Delivery and Implementation plan, Delivery and Implementation Sign-off plan.
9. Identifications of items / components to be continued with existing System Integrators like AMC, ATS, Facility Management Service (FMS) etc. and Renewal of Oracle EULA License
10. IT Resources manpower planning, Skill gap analysis and future requirements in next five years and plan for training etc.
11. Activities that can be taken over by Bank from existing CBS System Integrator in order to reduce the dependency.
12. Study the existing IT Security Infrastructure, review the policies, guide suitable changes in implementation, Skill gap analysis etc. and ultimately recommend / suggest Security architecture Road map for next 5 years.
13. Suggest Implementation Plan for Up gradations / Refresh / Replacement in a gradual manner with minimal disruptions of existing services.
14. Implementations support, Sign-off against each milestones like delivery, Installation, Migration, Go-live etc. till entire implementation is completed

The broader list of activities to be covered is as below:

1. Current State Assessment

As part of this phase, the bidder is expected to undertake a detailed assessment of the IT Setup of the Bank / CBS which would include but not limited to:

1. Review of existing IT Setup / CBS Architecture of the Bank and formulate plan for revamping of IT Infrastructure in alignment with Banking Industry / Peer Banks to bring competitive advantage.
2. Review of Cyber Security Framework in terms of Policy framework / RBI Guidelines / Government guidelines
3. Activities that can be taken over by Bank from existing CBS System Integrator in order to reduce the dependency. Consultant is required to provide list of activities and methodology for the same.
4. Bank's IT Manpower Resource Planning and plan for Knowledge Transfer and Training etc.

2. CBS Contract Renewal

The Bidder / Consultant is expected to provide on-site management assistance to the Bank for end-to-end Core Banking Solution (CBS) contract renewal with the existing System Integrator. The overall activities of the project are expected to be completed in the time period of 24 months. Depending upon the requirement, bidder is required to depute on site resources accordingly for the various activities mentioned in Scope of Work. The broad work expected to be performed by the Consultant is as follows:

1. Understanding the Contractual obligations between the Bank and the System Integrator, Scope of Work of existing system integrator.
2. Define the strategy for contract renewal taking into consideration the Bank's requirements and Business Projections, CVC guidelines, various RBI guidelines / Government Guidelines, Cyber security requirements and other statutory and regulatory guidelines. The bidder should co-ordinate with different Bank Departments for finalizing the sizing.
3. Identify the components (hardware, Application and system software(s), network, security etc.) and draw up a comprehensive strategy / plan for next five years on how the components would be upgraded, replaced, enhanced at the data centre, disaster recovery site, near site and Branches.
4. Perform a detailed technical and commercial evaluation for the scope of work to be renewed with the existing system integrator.
5. Price Discovery, Participate in price negotiations and discussions with the vendors.
6. Review existing Escrow mechanism and formulate new Escrow arrangement if required.
7. Review the facilities management deployment at the Bank across the Project Management Office (PMO), Zonal offices, Regional offices, other locations etc. And suggest a suitable model taking into consideration the Bank's future plans and ambitions and also the contract renewal with the system integrator.
8. Perform a detailed technical and commercial evaluation of the bill of materials or tender documents for the items that need to be upgraded, replaced, enhanced at the data centre and disaster recovery site, Near site and Branches etc.
9. Define and prepare single / multiple RFPs or scope documents (in case of direct orders with the Sis) as per the defined and agreed strategy with the Bank.
10. Price Discovery for base price fixation, Negotiation, AMC / ATS Renewal, Facility Management (FMS) etc
11. Renewal of Oracle EULA for the Bank
12. Automation of processes like EOD Automation, Batch processing etc.

13. Define and renew Service Levels and assist Bank for Service Level Agreements for all projects under the scope of this RFP.

14. Define implementation plan, project monitoring and assist Bank in implementation and sign-off.

3. Data Centre and Disaster Recovery Centre Expansion and Other Infrastructure Related requirements, Near Site

1. To assess the requirements for Expansion of Data Centre and Disaster Recovery Site in the identified area and define modalities thereof for expansion and assist the Bank in expansion process including RFP if required.
2. Assess Other Infrastructure requirements including Electrical Infrastructure which is part of Data Centre and Disaster Recovery Centre Infrastructure.
3. Assessment Report and Price discovery of various components
4. Assessment of Near site Requirements which includes Renewal of Near Site Contract / Near Site infrastructure requirements, Near Site Link Assessment, Storage requirements and Sizing, procurement of Near Site Hardware (s) / Exploration of new Near Site requirement through RFP if required.
5. Preparation of implementation plan, monitoring of implementation and signoff.

4. Hardware(s), Storage Refresh and up gradations

As a part of CBS Contract renewal, various hardware(s) which includes servers and storages going for end of support and required refresh. Bidder / Consultant is expected to carry out proper assessment of hardware(s) and storages. The broader activities expected to be carried out are as under:

1. Refreshment and Upgradation of Hardware(s)
2. Refreshment and Upgradations of Core and Non-Core Storage for DC, DR and Near Site
3. Augmentation of Hardware(s) for Centralized CBS, Centralized Reports
4. Procurement of Hardware(s) and associates software(s) for IndAS solution

5. Networking

Networking which includes critical appliances and devices is a crucial part of CBS Architecture and needs a continuous refresh. The Bidder / Consultant is required to assess the Networking Infrastructure of the Bank and provide the detailed Augmentation plan. The broader activities to be covered are as under-

1. Refreshment of Branch Routers
2. Refreshment of Network Equipment for DC, DR and Near Site
3. Network Security refreshment and upgradations
4. Procurement and implementation of SDWAN

6. RFP Preparation, Vendor Evaluation, Selection and Price Discovery

To assist the Bank in RFP Formulation, Vendor Evaluation & Selection for the following Projects. This need to be carried out in line with CVC Guidelines, Government guidelines and Bank's procurement policy. The bidder is expected to assist the Bank in the end-to-end vendor evaluation process and conduct a detailed technical and functional evaluation of the eligible bidders.

Bidder is expected to assist Bank in vendor evaluation, Price Discovery, Contract and SLA finalization, implementation, migration, integration and sign-off.

Infrastructure: Tentative New Initiatives and Upgrade

1. Storage refresh/ upgrade for Production and non-core systems
2. Procurement / Augmentation of Hardware(s) Servers(s)
3. Procurement / Augmentation of Software(s)
4. Existing Enterprise Service Bus (ESB) Middleware Refresh / Revamp /Procurement
5. Refresh of existing Oracle / RISC Servers
6. DNS hosting at Bank along with DNS Security
7. Procurement and Implementation of Single Sign On Solution(SSO)
8. Upgradation / Revamp of existing Enterprise Management Solution (EMS)
9. Upgradation / Revamp of existing Antivirus Solution
10. Procurement, Refresh and augmentation of network devices including but not limited to Switches, Routers, Security devices, SD WAN Solution, Load-Balancers etc at DC, DR, Near Site and Branches.
11. Batch Automation (EOD, Configuration Management, and other DC processes)
12. Process and Infrastructure automation
13. Enterprise Asset Management Solution
14. Centralized CBS and Centralized Report Solution

7. Implementation Support

The consultant is expected to provide project management onsite resources having relevant experience to hand hold the Bank throughout the entire project management life cycle for technology and business projects like setting up Project Management Office, regular updates / presentations to Senior Management, IT Strategy committee, Board etc. as per the requirements of the Bank. The bidder will also assist the Bank in preparation of response, reply, explanation etc. for any complaints received during various procurements / refresh / Upgrades related to technical requirements, CVC guidelines, Govt Guidelines etc. Bank will not provide any project management tool and bidder has to arrange the same, if required without any cost to the Bank. The broader scope is to provide assistance to the Bank throughout the entire life cycle of the project implementation by managing and reviewing the following phases of the projects:

- Current State assessment
- Implementation plan
- Weekly Tracker on all in-scope activities
- Business parameterization
- Gap analysis and Customization
- Acceptance testing of hardware, software and IT infrastructure components at DC, DR, Branches and Near Site
- User Acceptance testing / System Integration Testing
- Benchmarking
- Data migration and integration
- Pilot Rollout
- Sign-off
- Go-Live

8. Formulate Broad Strategy / Approach Plan / Concept Paper for New Initiatives & Upgrades-

For the following applications, bidder is expected to formulate broad scoping document and approach plan / Strategy Document / Approach Plan / Concept Paper

1. Alignment of IT Infrastructure with Business Growth / Strategy
2. API Banking
3. Payment Services Infrastructure, Revamping & Upgradation
4. Approach Document / Plan including Infrastructure requirement and Modalities for implementing Work from home / Work from anywhere in the Bank
5. Government Business Requirements and PFMS Automation
6. Document Management System (DMS)
7. Revamping Delivery channels of the Bank like Internet Banking etc
8. Super App with Omni channel and market place

Bidder is required to deploy the resources onsite for this project. Any other work/assignment related to this project not specifically mentioned / articulated in the scope of work is to be attended by the Consultant and is also required to co-operate, work in close co-ordination with Digital and other consultant for various other project to have integrated approach for achieving the overall objectives of the Bank.

18. List of key professionals

The bidder/Consultant to inform the minimum qualification and experience of the key professionals who shall be deputed to complete the task as envisaged by the Bank

Bidder has to provide the following information regarding the resource who will be deployed for this project.

Name of Resource	Educational Qualification	Experience in IT Field	Experience In Consultancy and details	Located in

The resources should have minimum 2 years of experience of consultancy in relevant service.

19. Eligibility Criteria:

The Bidder needs to comply with all the eligibility criteria mentioned below. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation criteria. Any credential detail not accompanied by required relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide.

The decision of the Bank would be final and binding on all the Bidders to this document. Bank may accept or reject an offer without assigning any reason what so ever.

S.No.	Eligibility Criteria	Supporting Documents
1.	The Bidder should be a reputed PSU/ PSE / partnership firm / LLP/ Private Limited/	Valid Certification of Incorporation/ Partnership Deed as on date of bid

	Limited Company having its registered office in India	submission.
2.	The Bidder should be in existence for a minimum period of 5 years.	Valid Certification of Incorporation/ Partnership Deed as on date of bid submission.
3.	The Bidder should have a minimum annual turnover of INR 50 cr in each of the last three financial years, viz., 2018-19, 2019-20 and 2020-21	Audited Financial Statements for the financial years 2018-19, 2019-20 and 2020-21 And CA certificate
4.	The Bidder should have a positive net-worth in each of the last three financial years, viz., 2018-19, 2019-20 and 2020-21	Audited Financial Statements for the financial years 2018-19, 2019-20 and 2020-21 And CA certificate
5.	The Bidder should have operating profit in at least 2 of the last three financial years, viz., 2018-19, 2019-20 and 2020-21	Audited Financial Statements for the financial years 2018-19, 2019-20 and 2020-21 And CA certificate
6.	Bidder should not have been blacklisted by the IBA/ RBI/Govt./Public Sector undertakings or any other financial institution/s during the last three financial years and the said disability is in force	Self-declaration signed by authorized signatory
7.	If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority as per Govt. Of India Guidelines	Certified copy of the registration certificate
8.	Bidder should not have filed for Bankruptcy in any country including India	Self-declaration signed by authorized signatory
9.	Bidder should not have - NPA with any Bank in India/financial institutions. - Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder to service needs of the Bank	Self-declaration signed by authorized signatory
10.	The Bidder must have prior experience of providing IT Consultancy Services like Vendor Selection / RFP Preparation / Data Warehouse / CBS Contract Renewal / IT Project management for a Scheduled Commercial Bank / Public Sector Bank /	Relevant Credential letter /Purchase Order/ Contract copy

	Private Sector Banks / Financial Institutions / Government / PSUs In India during any of the last five years.	
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Note:

- In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.
- In case of business transfer where bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired Business may be considered.
- Bidders need to ensure compliance to all the eligibility criteria points. Non-compliance of any of the criteria will entail rejection of the Bid. Copies of the relevant documents/ certificates should be submitted as proof in support of the claims made.
- Scheduled commercial Banks do not include regional rural Banks and cooperative Banks.
- Scheduled commercial Banks refer to public sector / scheduled commercial Banks in India only. In any clause where abroad experience is being considered, this condition will be not be considered.

20. Bid - Evaluation Process

20.1 Bidder Selection/Evaluation Process:

The evaluation of technical proposals, among other things, will be based on the following:

- Bidder's financial stability and all eligibility criteria points
- Methodology/Approach proposed for accomplishing the proposed project.
- Professional qualifications and experience of the key staff proposed/ identified for this assignment.
- Prior experience of the bidder in undertaking projects of similar nature.
- Activities / tasks, project planning, resource planning, effort estimate etc.

Various stages of technical evaluation are presented below:

- Matching the clear eligibility criteria
- Short-listing of the bidders based on the fully matched criteria
- Evaluation based on response
- Arriving at the final score on technical proposal

At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

The technical qualification cut – off for opening of the commercial bid opening would be 70% (70 marks out of 100). However Bank may at its discretion be able to reduce the qualifying score but not less than 50%. Bank may, at its sole discretion, decides to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

20.2 Technical Evaluation Bid Criteria:-

Criteria	Evaluation Parameter	Max. Marks	Scoring Methodology
1.	The Bidder should have experience on the following areas in the last 5 years: 1. CBS Contract Renewal	30 marks	1. Full marks- if all the bidder can demonstrate experience in any 3 or more areas for a public sector Bank / Private

	2. RFP Preparation 3. Vendor Evaluation & Selection 4. Data Centre Infrastructure Consultancy 5. IT Project management 6. Cyber Security 7. Networking Completed or on-going projects would be considered.		Sector Bank / Financial Institutions / Scheduled Commercial Bank / Government / PSU in India. 2. 20 marks- if all the bidder can demonstrate experience in at least two areas for a public sector Bank / Private Sector Bank / Financial Institutions / Scheduled Commercial Bank / Government / PSU in India. 3. Nil for others Documentary Evidence: 1. Relevant credential letter OR 2. Purchase order / signed contract from the Bank.
2.	Number of Years in IT Consultancy (valid as on date of bid submission)	15 marks	1. Full marks- If the bidder is having experience of more than 7 years. 2. 10 Marks- If the bidder is having experience of 5-7 years 3. 5 Marks- if bidder is having experience of 3-5 years Documentary Evidence: 1. Documentary proof satisfying the criteria should be submitted on the letter head
3	The proposed Key project leader who will be associated with project should be having at least 7+ years of work experience and should have experience across areas like: 1. CBS Contract Renewal 2. RFP Preparation 3. Vendor Evaluation & Selection 4. Data Centre Infrastructure 5. IT Project management 6. Cyber Security 7. Networking All past credentials for the individual will be counted irrespective whether the work done was in the existing organization or previous ones.	15 marks	1. If proposed Key project Leader has more than 7 years of overall experience and have experience in any 3 or more areas out of 7 areas mentioned for a public sector Bank / Private Sector Bank / Financial Institutions / Scheduled Commercial Bank / Government / PSU in India- Full Marks 2. If proposed Key Project Leader having overall experience of between 5-7 years and have experience in

	The Bank at its discretion may validate the claims made by the individual. In the event such a claim turns out to be false the Bank may at its discretion either disqualify the bidder or may choose not to consider the Bank as a credential for scoring.		any 3 or more areas out of 7 areas mentioned for a public sector Bank / Private Sector Bank / Financial Institutions / Scheduled Commercial Bank / Government / PSU in India- 10 Marks Documentary Evidence: The bidder is required to submit a self-declaration along with the name of the clients where the Key project leader has worked in the past.
4.	The proposed Key personnel (at least 3 resources) to be associated with this Project / assignments should have minimum 5 + years of work experience in areas mentioned below: 1. CBS Contract Renewal 2. RFP Preparation 3. Vendor Evaluation & Selection 4. Data Centre Infrastructure 5. IT Project management 6. Cyber Security 7. Networking All past credentials for the individual will be counted irrespective whether the work done was in the existing organization or previous ones. The Bank at its discretion may validate the claims made by the individual. In the event such a claim turns out to be false the Bank may at its discretion either disqualify the bidder or may choose not to consider the Bank as a credential for scoring.	15 marks	Full Marks- if the proposed 3 key personnel has more than 5 years of overall experience and have experience in any 3 or more out of 7 areas mentioned for a public sector Bank / Private Sector Bank / Financial Institutions / Scheduled Commercial Bank / Government / PSU in India Ten Marks- if the proposed atleast 2 key personnel has 3-5 years of overall experience and have experience in any 3 or more out of 7 areas mentioned for a public sector Bank / Private Sector Bank / Financial Institutions / Scheduled Commercial Bank / Government / PSU in India
5	Demonstration of in-depth understanding of the Bank's project requirements through the technical proposal supplemented by Presentation and interactions. Presentation should broadly cover a) Strategy articulation b) Understanding the project & approach plan	25 marks	Evaluation by Committee.

	c) Team experience & strength d) Resources to be deployed for this project e) cyber security		
	TOTAL	100 marks	

Minimum Qualifying Score will be 70%. However Bank may at its discretion, may reduce the qualifying score but not less than 50%.

Note:-

1. For Substantiating the credentials bidder can submit either of the below mentioned documents :

Successful completion Certificate or Relevant Credential letters

(OR)

Purchase Order / Contract copy from the Bank.

2. For Substantiating the credentials of resource bidder has to submit the below mentioned documents

Bidder can submit either resources CV and Declaration by Authorized signatory stating the experience for each clause

3. For Substantiating the technical presentation , technical presentation shall cover following aspect

- Strategy articulation
- Understanding the project & approach plan
- Team experience & strength
- Resources to be deployed for this project
- cyber security

20.3 Technical Bid Evaluation Methodology

The Technical Score will be calculated based on the Technical Evaluation Metric mentioned in this document.

In the event of no bidders qualifying, the Bank at its discretion may choose to award the contract to the highest scoring bidder or waive criteria to select more than one bidder complied with most of the eligibility, functional, technical criteria as prescribed by the Bank.

Also the Bank may, at its sole discretion, decide to seek more information from the bidders in order to normalize the bids. However, bidders will be notified separately, if such normalization exercise is resorted to.

20.4 Reverse Auction

The Bank shall conduct the reverse auction on total cost of project and the price so obtained after closure of Reverse Auction shall be taken into account for Techno-Commercial Evaluation. Bidders have to submit final itemised price to the Bank within 48 hours of closure of Reverse Auction process. In case only one vendor participates in the tender process, reverse auction will not be conducted and the commercial bid submitted by the bidder will be considered and if required bank reserves the right to negotiate with the bidder.

20.5 Techno-Commercial Evaluation:

The score(s) will be calculated for all technically qualified bidders using the formula:-

$$S = (0.3 \times \frac{C_{\text{minimum}}}{C_{\text{quoted}}}) + (0.7 \times \frac{T_{\text{obtained}}}{T_{\text{highest}}})$$

(Minimum Commercial Quote/Quoted Price) x 30% + (Technical Score/Highest Technical Score) x 70%

(Technical will carry 70% weightage and Commercial will carry weightage of 30%)
Highest scores so obtained using the above method shall be declared L-1.

In case of tie-up in Techno-Commercial evaluation score, the bidder scoring highest technical score will be declared L-1 bidder. The bidders will submit itemized price against Vendor Evaluation, Project Management and additional man-days rate within 48 hours after closure of Reverse Auction.

Bidders to note that:

- In case there is variation between numbers and words; the value mentioned in words would be considered.
- The Bidder needs to provide unit costs for all components and services; unit rates would be considered for the TCO in case of any discrepancy in the totaling, modifications, addition, correction, etc.
- In the event the Bidder has not quoted or has omitted any mandatory product or service required for the Solution it shall be deemed that the Bidder shall provide the product or service at no additional cost to the Bank.
- Please note that in the event of the Bank conducting a normalization exercise, the bids submitted after normalization would be evaluated as per the evaluation methodology.

Note:

1. Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors.
2. The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid / reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by the Bank or any new tax introduced by the government will also be paid by the Bank. The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. The Bank will not pay any out of pocket expense. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract.
3. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.
4. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of Bank, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail
5. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totaling the line items in the Bill of Materials will prevail.
6. The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail.
7. If there is a discrepancy in the total, the correct total shall be arrived at by Bank.
8. In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.

9. Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.
10. All liability related to non-compliance of this minimum wages requirement and any other law will be responsibility of the bidder.
11. The highest technical score bidder shall not automatically qualify for becoming selected bidder and for award of contract by the Bank.
12. The Bank shall not incur any liability to the affected bidder on account of such rejection.
13. The bidder whose technical and commercial bid is accepted will be referred to as “Selected Bidder” and the Bank will notify the same to the selected bidder.
14. The selected bidder shall provide revised TCO and the revised break-up of the cost items post reverse auction.
15. The final decision on the successful bidder will be taken by the Bank. The implementation of the project will commence upon acceptance of PO between the Bank and the selected bidder based on the evaluation

21. Key Guidelines

1. The Bidder has to submit the indicative commercial bid. After opening of indicative commercial bid, Bank will go for a reverse auction. All the Technically qualified bidders will be notified to participate in Reverse Auction Process. TIL1 will be calculated based on Reverse Auction only.
2. The highest technical bidder shall not automatically qualify for becoming the selected bidder and for award of contract by the Bank.
3. In case of a tie of Total Score between two or more bidders, the bid with higher technical score would be chosen as the successful bidder.
4. Bidder’s proposal should strictly conform to the specifications of this RFP.
5. Proposals not conforming to the specifications will be rejected subject to the Bank’s discretion. Any incomplete or ambiguous terms/ conditions/ quotes may result in disqualification of the offer at Bank’s discretion. The bidder has to offer specific remarks for technical requirements and clearly confirm compliance. Any remarks/observations on technical requirements should be clearly informed in remarks column.
6. All pages should be numbered (like 1/ xxx, 2/ xxx etc...here xxx is last page number of bid document) and signed by the authorized signatory under the company seal.
7. Technical bid documents are to be properly structured.
8. Bank reserves the right to reject any or all proposals submitted by various bidders as part of response to this RFP. Similarly, it reserves the right not to include any bidder in the final short-list.
9. Tendering process need not be cancelled merely on the grounds that a single tender was received provided that the single bid received is evaluated to be substantially responsive and deemed fit for award. Bank reserves right to proceed and award the tender to single bidder in case only one bidder participates in the tender / qualifies in the technical bid evaluation. Bank can negotiate with such single bidder, if required.

22. Submission of Bids

- All responses received after the due date/time be considered late and would be liable to be rejected. E-procurement portal will not allow lodgment of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act upon any reason for late submission of response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever.

- **“Cost of Tender Document”** may be paid through NEFT favouring CENTRAL BANK OF INDIA, BANK ACCOUNT NO. 3287810289 IFSC CODE - CBIN0283154 or by way of Bankers Cheque/Demand Draft/Pay Order favouring Central Bank of India, payable at Mumbai, which is non-refundable, must be submitted separately along with RFP response. The Bank may, at its discretion, reject any vendor where application money has not been furnished with RFP response.
- The details of the transaction viz. scanned copy of the receipt is required to be uploaded on e-procurement website at the time of final online bid submission. The RFP response without the proof of amount towards Application Money / Bid Security are liable to be rejected.
- **Bid Security Undertaking / Earnest Money Deposit:** **“Earnest Money Deposit”** shall be paid through NEFT (National Electronic Fund Transfer) favouring CENTRAL BANK OF INDIA, BANK ACCOUNT NO. 3287810289, IFSC CODE - CBIN0283154 or by way of Bankers Cheque/Demand Draft/Pay Order favouring Central Bank of India, payable at Mumbai, or a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Central Bank of India) located in India, in the format provided in the RFP or Bidder may submit "Bid Security Undertaking" in place of Earnest Money Deposit (EMD) as per format given in Annexure.

23. Opening of Bids

Bids received within the prescribed closing date and time will be opened through On line mode.

The bids shall be opened in 2 phases:

In Phase 1, technical bid including the Confirmation of Eligibility Criteria shall be opened per the schedule given in the RFP.

In Phase 2, Commercial Bids of only bidders who meet the Technical Evaluation cut-off shall be opened. The Bidders may join online for tender Opening at the time of opening of Financial Bids. However, the results of the Financial Bids of all Bidders shall be available on the e-Tendering Portal after the completion of opening process.

24. Proposal Modification

No additions or changes to any bidder's proposal will be allowed after the deadline for bidders to submit their proposals, unless such modification is specifically requested by Bank.

25. Clarification of Bids

During the bid evaluation, the Bank may, at its discretion, ask the bidders for clarifications with respect to their bids. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted. Bank has the right to disqualify the bidder(s) whose clarifications are found not suitable for the requirement according to the scope of the work.

26. Result Notification

All bidders will be communicated of any decision made with respect to their RFP response as soon as practical. Bank will not be obliged to provide reasons for acceptance/ rejection of any response.

27. Cost of Responses

Bank will not be liable for any costs or expenses incurred by the bidders arising in any way from the preparation and submission of the RFP response and any matter concerning the RFP is to be at the bidder's sole risk, cost and expense

28. No commitment to accept lowest or any bid

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete. Bank reserves the right to make changes in the terms and conditions of purchase. Bank will be under no obligation to have discussions with any bidder, and/or entertain any representation.

29. Correction of Errors

Bidders are advised to exercise greatest care in entering the pricing figures. No corrigenda or requests for prices to be corrected will be entertained after the bids are opened. If there are any corrections in the bid document, the authorized signatory should initial them all, failing which the figures for such item shall not be considered. Discrepancies in bids will be corrected as follows:

1. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall prevail
2. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of Bank, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail
3. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totaling the line items in the Bill of Materials will prevail
4. The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail
5. Based on the Bank's requirements as listed in this document, the bidder should identify and offer the best-suited solution / bill of material for the product that would meet the Bank's requirements and quote for the same.

30. Bid Validity Period

The offer should hold good for a period of 120 days from the last date of bid submission.

31. Addendum/ Corrigendum

1. Bank may issue an Addendum/Corrigendum from time to time and at any time prior to the Closing Date.
2. Any Addendum/Corrigendum that may be issued to clarify the RFP or to effect modifications to the RFP, including the Scope of Work and SLAs shall be published in Bank's website.
3. To the extent there is any inconsistency between an Addendum/Corrigendum and this RFP, the Addendum/Corrigendum will prevail and if between two or more Addenda/Corrigendum, the last issued Addendum/Corrigendum will prevail

32. Pre Bid Meeting

For clarification of doubts of the bidders on issues related to this RFP, the Bank intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP

For any clarification with respect to this RFP, the bidder may send an email to cmitd@centralBank.co.in and smsunteam@centralBank.co.in. The format to be used for seeking clarification is mentioned in Pre-bid Query Format as per annexures. It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be to the designated e-mail ID as stated earlier

Written requests for clarification may be submitted to the Bank as per the schedule mentioned in the RFP prior to pre-bid meeting and clarifications for such queries shall be provided by Bank or its representative in the meeting. It may be noted that no queries of any bidder shall be entertained after the last date for submission of queries via e-mail. Only two authorized representatives of the bidders who have purchased the RFP document will be allowed to attend the meeting. Bank may or may not respond to all the queries of the bidder.

33. Procedure for submission of online bids

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

Registration Process for Bidders

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

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

Bid Submission Mode.	https://centralBank.abcprocure.com/EPROC Through e-tendering portal (Class II or Class III Digital Certificate with both Signing & Encryption is required for tender participation)		
Support person and phone number for e-tender service provider for any help in accessing the website and uploading the tender documents or any other related queries.	e-Procurement Technologies Limited	Technical Support Team Mr. Sujith Nair: 079 68136857 sujith@eptl.in Mr. Imtiyaz : 079 68136857 imtiyaz@eptl.in Ms. Salina: 079 6813 6843 salina.motani@eptl.in Mr. Jainam: 079 68136852 jainam@eptl.in Ms. Ekta: 079 6813 6853 ekta.m@eptl.in Mr. Devang : 079681368 devang@eptl.in Mobile Numbers: +91-9904407997 9081000427 Alternative contact: Name: Mr. Nisarg Thakkar Email: nisarg.thakkar@auctiontiger.net Phone: 079 6813 6822 Cell: +91 6354919566	

34 Errors and Omissions

On any issue or area of material concern respecting e-Procurement not specifically dealt with in these Business Rules, the decision of the Bank shall be final and binding on all concerned.

35 Award of Contract

Bank reserves the sole right to reject or accept any and all quotations, whether solicited or unsolicited, or to negotiate separately with any Bidder in any manner deemed necessary at its sole discretion. This right includes award of a contract for only part of the scope of work. Bank reserves the right to waive infirmities and any irregularities in RFP Responses received and to accept any portion of a response or all items bid or to accept modifications to any RFP Response. Following the evaluation, contract may be awarded to the bidder whose bid meets the requirements of this RFP and provides the best value to the Bank from both a techno-functional and commercial point of view. The Bank may award the contract to a single vendor or award only a part of the scope to a vendor.

The acceptance of the bid, subject to contract, will be communicated by way of placing a purchase order in writing at the address supplied by the bidder in the bid document. Any change of address of the bidder should therefore be notified promptly to the Deputy General Manager-Department of Information Technology at the address given in this RFP

36. Rejection of Bids

The Bank reserves the right to reject any or all the bids or scrap the bidding process at any stage without assigning any reason. However, the participation fee will not be refunded.

37. Signing of Contract

The Successful Bidder shall be required to enter into a contract with Bank, within thirty (30) days of the award of the Contract or within such extended period, as may be specified by Bank. The Contract will be based on this RFP, Purchase Order and the corrigendum. However, if any new Terms & conditions are proposed by the Bank, the same shall be discussed & mutually agreed. However the terms and conditions of purchase order and RFP shall constitute a binding contract till such a contract is executed.

38. Legal Compliance

The Successful Bidder hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of license, permits and certificates and payment of taxes where required. If at any time during the term of this agreement, the Bank is informed or information comes to the Bank's attention that the Successful bidder is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), the Bank shall be entitled to terminate this agreement with immediate effect.

1. The Successful bidder shall maintain all proper records, particularly but without limitation accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records, returns and applicable documents under the Labor Legislation.
2. The Successful bidder shall ensure payment of minimum wages to persons engaged by it as fixed from time to time under the Minimum Wages Act, 1948. In case the same is not paid, the liability under the act shall solely rest with the Successful Bidder

39. Governing Law and resolution of dispute

All disputes or differences whatsoever arising between the parties out of or in relation to the construction meaning and operation or effect of the Contract / Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable national laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject of the exclusive jurisdiction of courts at Mumbai and the language of the arbitration proceedings and that of all documents and communication between the parties shall be in English

The laws applicable to this contract shall be the laws in force in Navi Mumbai, India. The contract shall be governed by and interpreted in accordance with Indian law.

The Successful Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbiter, as the case may be, is obtained. The venue of the arbitration shall be in Mumbai

40. Amendment to Contract

No variation in or modification of the conditions of the contract shall be made except by written amendment signed by the parties

41. Correspondence and Notices

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

42. Terms and Conditions

42.1 General Terms and Conditions

Apart from those guidelines, the bidders who wish to submit responses to this RFP should note that they should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

43. Execution of SLA/NDA

The Service Provider (SP) and Bank should execute (a) A Service Level Agreement, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and (b) Non-disclosure Agreement.

44. Governing Language

All correspondences and other documents pertaining to the contract shall be in English

45. Applicable Law

The Contract shall be governed and interpreted in accordance with laws enforced in India

46. Authorized Signatory

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

47. Applicable Law and Jurisdiction of court

The Contract with the selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Mumbai (with the exclusion of all other Courts).

48. Cancellation of Contract and Compensation

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

- The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- The bidder goes into liquidation voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank 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 to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

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

49. Non-payment of professional Fees: If any of the items/activities as mentioned in the price bid and as mentioned in Total Cost of Ownership (TCO) items are not taken up by the Bank during the course of this assignment, the Bank will not pay the professional fees quoted by the vendor in the Price Bid against such activity/item.

50. Subcontracting

The vendor shall not subcontract or permit anyone other than its personnel or related firms / entities to perform any of the work, service or other performance required of the vendor under the contract.

51. Liquidated Damages

The liquidated damages will be an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (under the terms and conditions of the contract) by the vendor and the consultancy company / firm shall be liable to pay the Bank as liquidated damages at the rate of .25% of the total contract value of each assignment for delay of every month or part thereof (for final certification) with maximum limit of 10% of contract value of the each assignment. Without any prejudice to the Bank's other rights under the law, the Bank shall recover the liquidate damages, if any, accruing to the Bank, as above, from any amount payable to the consultant/s either as per the Contract, executed between the Bank and the vendor pursuant hereto or under any other Agreement/Contract, the Bank may have executed/shall be executing with the vendor.

52. Delays in Bidder's Performance

The bidder must strictly adhere to the implementation schedule, as specified in the purchase contract, executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the bidder and if the issue is not resolved then resort to any or all of the following:

1. Claiming Liquidated Damages
2. Termination of the purchase agreement fully or partly and claim liquidated damages
3. Forfeiting of Earnest Money Deposit / Invoking PBG Bank Guarantee

53. FORCE MAJEURE

- i. For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action(except where such strikes, lockouts or other industrial action are within the power of the party invoking Force majeure to prevent), confiscation or any other action by Government agencies.
- ii. Force Majeure shall not include (a) any event which is caused by the negligence or intentional action of a Party or by or of such Party's sub-consultants or agents or employees, nor (b) any event which is a diligent party could reasonably have been expected both to take into account at the time of the conclusion of this contract, an avoid or overcome in the carrying out of its obligations hereunder.
- iii. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.
- iv. A party affected by an event of force majeure shall continue to perform its obligations under the contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of force majeure.
- v. A party affected by an event of force majeure shall notify the other party of such event as soon as possible, and in any case not later than 14 days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of restoration of normal conditions as soon as possible.

This provision shall survive the termination of this agreement for any reason.

54. Survival of Clauses

Any provision or covenant of this RFP or subsequent Agreement, which expressly, or by its nature, imposes obligations beyond the expiration, or termination of this Agreement, shall survive such expiration or termination.

55. Audits

The Bank / Regulators reserves the right to conduct an audit/ongoing audit of the consulting services provided by the Service Provider either directly or through third party partly or fully.

The bidder must make all necessary changes as mentioned by the results of these audits. Bank will incur the cost of appointment of a third party for audit. The bidder must ensure that the findings of the audit are successfully closed by the bidder within a mutually agreed timeline.

The Successful Bidder(s) shall allow Bank, its authorized Personnel, its auditors (internal and external) and/or other statutory authorities, and unrestricted right to inspect and audit the operations and records directly related to the services. The Cost & Accounting Records will be out of scope for the purpose of audit conducted by Bank. If the Successful Bidder(s) is outsourcing any portion of the above activity, it will be the responsibility of the Successful Bidder(s) to ensure that the authorities/officials as mentioned above are allowed access to the places, systems, processes, records (except Cost & Accounting Records) etc. of the activity, for inspection and verification.

The Successful Bidder(s) shall keep complete and accurate records of all the operations in connection with the activities, per prevalent best practices in the industry. All books, records (except Cost & Accounting Records) and information relevant to the services shall be preserved in isolation and be presented to Bank or its designees for inspection as and when demanded.

The Successful Bidder(s) should recognize the right of Reserve Bank of India (RBI) to cause an inspection to be made of the Successful Bidder(s) / service provider and its books and accounts by one or more of its officers or employees or other designated person. Except in cases of regulatory and statutory audits, Bank shall not exercise right to audit more than twice in a financial year

56. Professional Fees/ Charges

If any of the items / activities as mentioned in the price bid are not taken up by Bank during the course of this assignment, Bank will not pay the professional fees / charges quoted by the bidder in the Price Bid against such activity / item. Bank shall pay the professional fees, only on actual basis, for which services have been availed in the contract period.

57. Expenses and Taxes

The cost should include all related expenses. There are no additional expenses reimbursable by Bank. The bidder is expected to quote unit price in Indian Rupees as part of the commercial bid

The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid / reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by Bank or any new tax introduced by the government will also be paid by Bank

The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty, excise tax etc. The Bank will not pay any out of pocket expense.

58. Non-negotiability on RFP

Bank is not responsible for any assumptions or judgments made by the bidders for arriving at any type of sizing or costing. Bank at all times will benchmark the performance of the bidder to the

contract entered into by Bank and bidder and the expected service levels as mentioned in these documents.

All terms and conditions, payments schedules, time frame for implementation, and expected service levels as per this tender document will remain unchanged unless explicitly communicated by Bank in writing to the bidders. The bidders shall adhere to the terms of this RFP and shall not deviate from the same. In the event of any deviations to the RFP the same to be clearly specified by the vendor as part of the bid response. Bank will discuss such deviations only with the final selected vendor.

59. Assignment

Bank may assign the services provided therein by the Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Bank shall have the right to assign such portion of the services to any of the consultant, at its sole option, or upon the occurrence of any of the following: (i) Bidder refuses to perform; (ii) Bidder is unable to perform; (iii) Termination of the contract with the Bidder for any reason whatsoever; (iv) Expiry of the contract. Such right shall be without prejudice to the rights and remedies, which Bank may have against the Bidder. The Bidder shall ensure that the said consultant shall agree to provide such services to Bank at no less favorable terms than those provided by the Bidder and shall include appropriate wordings to this effect in the agreement entered into by the Bidder with such consultant. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of the Bidder to perform or termination/expiry of the contract.

60. Limitation of Liability: The aggregate liability of the Service Provider in connection with this Agreement, the consultancy services provided by the Consultant for the specific scope of work document, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) and including any and all liability shall be the actual limited to the extent of the value paid to the consultant in the contract for the specific scope of work document. The Service Providers liability in case of claims against the Bank resulting from misconduct or gross negligence of the Service Provider, its employees and subcontractors or from infringement Intellectual Property Right or breach of confidentiality obligations shall be unlimited.

61. Indemnity

The bidder shall, at its own cost and expenses, defend and indemnify the Bank against all third-party claims arising from the performance of the contract that is directly attributable to the bidder and capped only to the services provided by the bidder.

The bidder shall expeditiously meet any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party, the Bidder will bear all expenses including legal fees and compensation amount.

Bank will give notice to the bidder of any such claim and shall provide reasonable assistance to the bidder in disposing of the claim. The bidder shall also be liable to indemnify the Bank, at its own cost and expenses, against all losses / damages, which Bank may suffer on account of violation by the bidder of any or all IT services provider laws, norms, standards, procedures etc. This liability shall not ensue if such losses / damages are caused due to gross negligence or willful misconduct by the Bank or its employees.

62. Penalty

All Deliverables / reports need to be submitted within 15 days from the actual deliverable date / completion of the activity. A penalty will be imposed on delay on account of the Bidder on submitting the necessary Deliverables / reports @ 2.5% of order value per month and part

thereof subject to maximum 10% of order value. The bidder need provide Credit Note towards penalty imposed as and when required.

63. Confidentiality of Bid documents and Confidentiality of the Project

1- The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

2- “Confidential Information” means any and all information that is or has been received by the Successful Bidder (“Receiving Party”) from Bank (“Disclosing Party”) and that:

- Relates to the Disclosing Party; and
- is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants
- Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials that may be shared by Bank with the Bidder
- “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable
- Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.
- The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
 - Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
 - In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
 - Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
 - Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
 - Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and

- Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
- The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
 - Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
 - To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
 - So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and
 - To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- The restrictions in the preceding clause shall not apply to:
 - Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
 - Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

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

The confidentiality obligations shall survive the expiry or termination of the agreement between the Consultant and Bank. Consultant has to execute Non-Disclosure Agreement/Undertaking with Bank as per format shared by the Bank.

64. Successful Bidder's Personnel

The Successful Bidder will agree, acknowledge and covenant that:

1. The personnel to be employed by the successful Bidder for carrying out the Works have and will continue to use all the skill, care and diligence reasonably to be expected of such suitably qualified and experienced personnel having regard to the value, scale, character and quality of the Works;
2. The personnel employed shall have the necessary qualifications and skill-sets as agreed to by Bank.
3. The Successful Bidder shall have necessary stand-by arrangements available in case of absence of personnel for leave or any other reason;

4. In case of services of an existing employee of the Successful Bidder are withdrawn / terminated by the Successful Bidder, sufficient notice has to be given to Bank and a replacement of equivalent qualification and experience should be deployed; and
5. Bank shall have the right to require the Successful Bidder to remove any of their personnel for misconduct or any other reason specified by Bank.

65. Other Terms and Conditions

65.1 Bank reserves the right to:

- Reject any and all responses received in response to the RFP.
- Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery
- To negotiate any aspect of proposal with any bidder and negotiate with more than one bidder at a time
- Extend the time for submission of all proposals.
- Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
- Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
- Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
- Bank reserves right to proceed and award the tender to single bidder in case only one bidder participates in the tender / qualifies in the technical bid evaluation.
- The Bank reserves the right to float the RFP again. The Bank shall not incur any liability to the bidder(s) on account of reissue of RFP. Bank shall not be obliged to inform the bidder(s) of the grounds for the Bank's rejection. The Bank reserves the right to modify any items of the scope of the RFP. The RFP may be reissued on account of following;
- If none of the bidders qualify in the technical bid evaluation.
- If selected bidder fails to execute the Consultancy Agreement within the time limit stipulated. Any decision in this regard by Bank shall be final, conclusive and binding on the bidders.
- Bank may call upon the ultimate short-listed bidder to make presentation before Executives of the Bank.
- Interview of the personnel being deployed on the project

65.2 Professionalism:

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

65.3 Adherence to Standards:

The SP should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities

The Bank / Regulators reserves the right to conduct an audit/ongoing audit of the consulting services provided by the Service Provider either directly or through third party.

The Bank reserves the right to ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.

65.4 EXPENSES:

It may be noted that Bank will not pay any amount/expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than those mentioned in TCO.

65.5 The bidder cannot change the people assigned to a particular piece of work till such work is complete unless consented in written by the Bank.

65.6 The bid should contain the resource planning proposed to be deployed for the project which includes, inter-alia, the number of personnel, skill profile of each personnel, duration etc.

65.6. Existing CBS System Integrator or Group companies are not eligible to participate in this tender process.

65.7. Successful Bidder / its subsidiaries / Group companies shall not participate in any of the Tender / RFPs related to this project.

66. Substitute of Project Team Members

During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome delay in implementation or is critical to meet the obligation. In such circumstances, the bidder can do so only with the concurrence of Bank by providing other staff of the same level of qualifications and expertise. In such case name of any person changes during any stage of the project, the qualifications and experience of the new person should be equivalent to or higher than that provided in the response to the RFP which is acceptable to the Bank

67. Integrity Pact(IP)

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this RFP shall be covered under the Integrity Pact (IP) policy of Bank. The pact essentially envisages an agreement between the prospective bidders/vendors and the Bank committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed in Annexure.

The bidder should undertake for signing of the Integrity Pact on a Rs. 500/- Stamped paper as per the Performa provided by the Bank to the bidder . Integrity pact shall be submitted by all the prospective bidders at the time of Bid submission or as per Bank's satisfaction. Non – submission of Integrity Pact as per time scheduled prescribed by Bank may be relevant ground for bidder's disqualification to participate in the Bid process

Signing of the IP with Bank would be one of the preliminary qualifications for further evaluation. In other words, entering into this pact would be one of the preliminary qualifications for this RFP and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Any vendor/bidder not signed the document or refusing to sign shall be disqualified in the bidding process

Bank has appointed an Independent External Monitors (hereinafter referred to as IEM), whose name(s) and e-mail IDs are as follows:

Sri Trivikram Nath Tiwari [mail: trivikramnt@yahoo.co.in]

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

- IEM's task shall be to review – independently and objectively, whether and to what extent the parties comply with the obligations under the pact
- IEM shall not be subjected to instructions by the representatives of the parties and perform his functions neutrally and independently

Both the parties accept that the IEM has the right to access all the documents relating to the Project/procurement, including minutes of meetings. However, Bank at its sole discretion reserves the right to change/name another IEM, which shall be notified latter

68. Adherence to Laws and Standards

The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities which are applicable to respective business, obligations and subject matters of the contract

The Bank reserves the right to conduct an audit / ongoing audit of the services provided by the bidder. The Bank reserves the right to ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.

69. Conflict of Interest

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

70. Performance Bank guarantee.

The successful bidder will have to submit Performance Bank Guarantee for 3% of the total project cost, while submitting the acceptance of order. Performance Bank Guarantee (PBG) obtained from any of the Scheduled Commercial Banks (Other than Central Bank of India) submitted or security deposit made should be valid for a period of 24 months from the date of acceptance of Purchase order and shall be retained till the completion of contract period. The guarantee should also contain a claim period of 12 months from the last date of validity. However it should be as per the Bank's format enclosed with RFP. The PBG(Performance Bank guarantee) shall be effective and if required to be extended during the currency / extended time of the contract period. The Successful bidder shall be liable for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of non-completion of the project. •The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed as per time scheduled and the guarantee is not extended, or if the Successful bidder fails to complete his obligations under the contract. The assessment of performance will be the sole discretions of the Bank. The Bank shall be notifying the in Successful bidder writing before invoking the Bank guarantee.

71. Transfer of Agreements

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

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

72. Corrupt and fraudulent practices

As per Central Vigilance Commission (CVC) directives, it is required that Service Provider observe the highest standard of ethics during the execution of such contracts in pursuance of this policy: "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

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

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

The Bank reserves the right to declare a firm/Service Provider 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.

73. Information Ownership

All information transmitted by successful Bidder belongs to the Bank. The Bidder does not acquire implicit access rights to the information or rights to redistribute the information unless and until written approval sought in this regard. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately, which is proved to have caused due to reasons solely attributable to bidder. Any information considered sensitive by the Bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The Bank’s decision will be final if any unauthorized disclosure have encountered. Types of sensitive information that will be found on Bank system’s which the Bidder plans to support or have access to include, but are not limited to Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc. The successful Bidder shall not publish or disclose in any manner, without the Bank’s prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any of the Bank location. The Bidder will have to also ensure that all sub-contractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank’s prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.

74. Violation of terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Service Provider from committing any violation or enforce the performance of the covenants, obligations and representations contained under the RFP/Agreement. 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.

75. Privacy and Security Safeguards

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

publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location.

76. Publicity

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

77. Payment Terms

The term of the contract will be for 24 months. The bidder must accept the payment terms proposed by the Bank as proposed in this section.

(A)- Current State Assessment

% of Payment	Payment Milestone
80 %	On completion of current state assessment report, Gap Analysis and submission of report
20 %	Presentation on roadmap of assessment before senior / top management / IT Strategy committee of the Bank

(B)- End to end CBS Contract Renewal

% of Payment	Payment Milestone
30 %	On defining the strategy for contract renewal and identifying the components that need to be replaced/upgraded or enhanced at the data center, near site and disaster recovery site.
30 %	On preparation of Scope documents , Implementation plan and Bill of materials (for direct orders with the SI) to the existing SI for contract renewal
20 %	On completion of the price discovery and negotiations
20 %	On contract finalization and contract signing with the System Integrator and completion of all defined activities like sign-off against each milestone etc. for contract renewal.

(C) – Expansion of DC & DRC and other Infrastructure related requirements, Near Site strategy

% of Payment	Payment Milestone
30 %	Finalization of Infrastructure requirements , Bill of Materials along with action plan for expansion
20 %	Price discovery and negotiations
30 %	On completion of expansion and integration with existing Infrastructure
20%	3 months after successful running of expanded Infrastructure
	Near Site Strategy
50%	On near Site strategy finalization
50%	Completion of near site contract and functioning of near site as per this strategy

(D)- RFP Preparation, Vendor Evaluation and Selection

% of Payment	Payment Milestone
50%	On floating of RFP
30%	On completion of Reverse auction (Including price discovery , Base price fixation etc) / Finalization of vendor

20 %	On signing of NDA, SLA and Escrow (if required) with vendors
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(E) Implementation support

% of Payment	Payment Milestone
25 %	On defining the implementation plan
25 %	On completion of the acceptance testing of solution and Sign-off
25 %	On commissioning of solution and final sign-off
25 %	After three months of successful implementation

(F)- Formulate Broad Strategy /Approach Plan / Concept Paper

% of Payment	Payment Milestone
80%	On completion and submission of Approach plan / Concept paper
20%	Presentation on roadmap of Approach plan before senior / top management / IT Strategy committee of the Bank

78. Other Payment Terms

1. At all times Bank would be paying only for the services/ application modules utilized by the Bank or deployed in production. At no point, Bank would pay for the services/ modules that are not deployed for the Bank's use
2. The Bidder recognizes that all payments to the bidder under this RFP and subsequent agreement are linked to and dependent on successful achievement and acceptance of milestones/ deliverables/ activities set out in the project plan and therefore any delay in achievement of such milestones/ deliverables/ activities shall automatically result in delay of such corresponding payment.
3. The reasons like non-familiarity with the site conditions and / or existing IT infrastructure will not be considered as a reason for any delay or extra claims whatsoever.
4. Any objection/ dispute to the amounts invoiced in the bill shall be raised by the Bank within 30 days from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), the Bank will make payment within reasonable time (not exceeding 60 days) after the settlement of such disputes. However any omission/ fact not known at that point of time, Bank shall have the right to raise the dispute at a later point of time. All out of pocket expenses, travelling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.

Annexure - I

Submission Checklist

The bidder has to ensure that the following documents have been submitted as a part of the RFP submission process. Failure to provide any of the following documents could lead to the disqualification of the bidder from the bid

Sl No	Annexure no	Name of Document	Bidder's Remark (Y/N)
1	Annexure I	Checklist	
2	Annexure II	Compliance Certificate	
3	Annexure III	Compliance Statement	
4	Annexure IV	Technical Proposal Format	
5	Annexure V	Tender Offer Cover Letter	
6	Annexure VI	Performance Bank Guarantee Format	
7	Annexure VII	Non-Disclosure Agreement Format	
8	Annexure VIII	Pre Bid Query Format	
9	Annexure IX	Bid Security Undertaking Letter	
10	Annexure X	Bill of Material (Total cost of Ownership – TCO)	
11	Annexure XI	Bid Security Declaration	
12	Annexure XII	INTEGRITY PACT	
13	Annexure XIII	Guidelines , Terms and Condition and process flow for E-procurement Auction.	
14	Annexure XIV	Proposed Team Profile	

Annexure - II Compliance Certificate

Compliance Certificate

To,
Dy. General Manager -IT
Central Bank of India
DIT, Central Office,
CBD Belapur

Date:

Dear Sir,

Ref: - RFP:CO:DIT:PUR:2021-22:347

1. Having examined the Tender Documents including all annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide consultancy in conformity with the said Tender Documents and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. We confirm that this offer is valid for 120 days from the last date for submission of Tender Documents to the Bank.
3. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
4. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
5. We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive.
6. We have never been barred/black-listed by any regulatory / statutory authority in India.

Signed Dated

Seal & Signature of the bidder

Phone No.:
Fax:
E-mail:

Place:

Date:

Annexure - III Compliance Statement

(To be submitted by all the bidders participating in Reverse Auction)

RFP : CO: DIT: PUR: 2021-22: 347

date:

To

Dy. General Manager -IT
Central Bank of India
DIT, Central Office,
CBD Belapur

Dear Sir,

Sub: RFP no. CO: DIT: PUR: 2021-22: 347

1. We _____ (name of the company) hereby confirm having submitted our bid for participating in Bank's RFP dated _____ for procurement of _____.
2. We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process
3. We hereby undertake and agree to abide by all the terms and conditions stipulated by Central Bank of India in the RFP document (except those explicitly stated by us as deviations) including all annexures and the Business Rules for Reverse Auction
4. We shall participate in the on-line auction conducted by XX (Auctioneer Company) and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auctioneer company
5. We, hereby confirm that we will honor the Bids placed by us during the auction process, failing which we shall forfeit the Earnest Money Deposit. We also understand that the Bank may debar us from participating in future tenders.
6. We confirm having nominated Mr. _____, designated as _____ of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in Reverse Auction.
7. We undertake to submit the confirmation of last bid price by us to the auction company/Bank within 48 hours of the completion of event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP.

Signature with Company Seal

Name:

Designation within Company/ Organization:

Address of Company/ Organization:

Name of the Authorized Representative:

Signature of Authorized Representative:

Verified above signature:

Competent Authority's Signature:

Annexure – IV Technical Proposal Format

Particulars to be provided by the bidder in the technical proposal –
Tender Ref. No. **CO: DIT: PUR: 2021-22: 347**

Sr.No	Particulars	Details to be furnished by the bidder
1	Name of the bidder	
2	Year of establishment and constitution Certified copy of “Partnership Deed” or “Certificate of Incorporation” should be submitted as the case may be.	
3	Location of Registered office /Corporate office and address	
4	Mailing address of the bidder	
5	Names and designations of the persons authorized to make commitments to the Bank	
6	Telephone and fax numbers of contact persons	
7	E-mail addresses of contact persons	
8	Details of : Description of business and business background Service Profile & client profile Domestic & International presence Alliance and joint ventures	
9	Turnover of the bidder (not of the group) Year 2018-19 Year 2019-20 Year 2020-21	
10	Operating Profit of the bidder (not of the group) Year 2018-19 Year 2019-20 Year 2020-21 Documentary proofs to be enclosed	
11	Net worth of the bidder Year 2018-19 Year 2019-20 Year 2020-21	
12	Approach and methodology for the proposed scope of work along with Illustrative deliverables	
13	Details of the similar assignments executed by the	

	bidder during the last five years (Name of the organization , type of assignments , time taken for execution of the assignment and documentary proofs from the Bank are to be furnished)	
14	Details of the bidder's proposed methodology/approach for providing services to the Bank with specific reference to the scope of work.	
15	Details of Key Project Leader assigned to this project. The details should cover overall years of experience in Consultancy , Qualification, Experience in various areas specifically as mentioned above in evaluation criteria and the client for which such assignments are carried out Resources like name, Qualification, Experience who will be deployed for this assignment in the Bank	
16.	Details of Key Personnel/ team members assigned to this project . The details should cover overall years of experience in Consultancy , Qualification, Experience in various areas specifically as mentioned above in evaluation criteria and the client for which such assignments are carried out Resources like name, Qualification, Experience who will be deployed for this assignment in the Bank	

Declaration:

1. We confirm that we will abide by all the terms and conditions contained in the RFP document.
2. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
3. 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.
4. We confirm that this response, for the purpose of short-listing, is valid for a period of 120 days, from the date of expiry of the last date for submission of response to the RFP.

Place:

Date:

Seal & Signature of the bidder

Annexure- V Tender Offer Cover Letter

RFP : CO: DIT: PUR: 2021-22: 347

Dated :

To,

Dy. General Manager -IT
Central Bank of India
DIT, Central Office,
CBD Belapur

Having examined the RFP documents including all annexure and forms the receipt of which is hereby duly acknowledged, we, the undersigned, offer to appoint a Consultant of CBS Project in Bank as mentioned in RFP document in conformity with the said RFP documents in accordance with the Commercial bid and made part of this RFP.

We understand that the RFP provides generic specifications about all the items and it has not been prepared by keeping in view any specific bidder.

If our RFP offer is accepted, we will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) for 3% of the total project cost. The guarantee should also contain a claim period of 12 months from the last date of validity starting from its date of issuance. The PBG shall be submitted within 30 days of the PO from the Bank. If the contract extended for any reasons the extension of PBG is also be carried out by vendor for extended period. PBG will be returned within 60 days to the vendor after successful completion of contract on written request by vendor.

We agree to abide by this tender offer till 120 days from the date of tender opening and our offer shall remain binding upon us and may be accepted by the Bank any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender offer, together with the Bank's written acceptance thereof and the Bank's notification of award, shall constitute a binding contract between us.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive.

Dated this _____ day of _____ 2021__

Signature: _____

Annexure – VI Performance Bank Guarantee Format

(To be stamped in accordance with stamp act)

FORMAT FOR PERFORMANCE BANK GUARANTEE

TO,
CENTRAL BANK OF INDIA
DIT, CBD Belapur
Navi MUMBAI

In consideration of M/s Central Bank of India having Registered Office at Chandermukhi Building, Nariman Point, Mumbai 400 021 (hereinafter referred to as “Bank”) having agreed to purchase ----- (hereinafter referred to as “Goods”) from M/s ----- (hereinafter referred to as “Bidder”) on the terms and conditions contained in their agreement/purchase order No----- date----- (hereinafter referred to as the “Contract”) subject to the Bidder furnishing a Bank Guarantee to the Bank as to the due performance of the-----, as per the terms and conditions duly stipulated in the aforesaid contract, to be supplied by the Bidder and also guaranteeing the maintenance, by the Bidder , ----- as per the terms and conditions of the said contract;

1-We, ----- (detail address of Guarantor Bank) (hereinafter called “Guarantor Bank”), in consideration of the premises and at the request of the Bidder, do hereby guarantee and undertake to pay to the Bank, forthwith and immediate on mere written demand and without any demur, at any time within the validity date up to ----- any money or moneys not exceeding a total sum of Rs.----- (Rupees-----only) as may be claimed by the Bank to be due from the Bidder by way of loss or damage caused to or would be caused to or suffered by the Bank by reason of failure of Performance ----- as per the said contract, and also failure of the Bidder to maintain the ----- as per the terms and conditions of the said contract.

2-Notwithstanding anything to the contrary, the decision of the Bank as to whether Bidder has failed to perform as per the Terms and conditions of the said contract, and also as to whether the Bidder has failed to maintain the ----- as per the terms and conditions of the said contract will be final and binding on the Guarantor Bank and the Guarantor Bank shall not be entitled to ask the Bank to establish its claim or claims under this Guarantee but shall pay the Guarantee amount to the Bank forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the Bidder. Any such demand made by the Bank on the Guarantor Bank shall be conclusive and binding notwithstanding:-

- (a) Any dispute that might have cropped up between the Bank and the Bidder, or
- (b) Any dispute might have been pending, between the Bank and the Bidder, before any court, Tribunal, Arbitrator or any other authority or
- (c) Any variation of the contract or any other act, omission or promise made by the Bank and agreed by the Bank and the Bidder, the effect of which, is the discharge of the Guarantor Bank.

3-This Guarantee shall expire on -----; without prejudice to the Bank's claim or claims demanded from or otherwise notified to the Guarantor Bank in writing on or before the said date i.e. ----- (this date should be date of expiry of Guarantee).

4-The Guarantor Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the Bank in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the Bank under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the Bank certifies that the terms and conditions of the said contract have been fully carried out by the Bidder and accordingly discharges the Guarantee.

5-In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the Bidder hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

6-The Guarantor Bank agrees with the Bank that the Bidder shall have the fullest liberty without affecting in any manner the Guarantor Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the Bank against the Bidder and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Guarantor Bank shall not be released from its liability for the reasons of any such extensions being granted to the Bidder for any forbearance, act or omission on the part of the Bank or any other indulgence shown by the Bank or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Guarantor Bank.

7-The Guarantee shall not be affected by any change in the constitution of the Bidder or the Guarantor Bank nor shall it be affected by any change in the constitution of the Bank by any amalgamation or absorption or with the Bidder, Guarantor Bank or the Bank, but Guarantor Bank will ensure that this guarantee shall be available to and enforceable by the absorbing or amalgamated company or concern.

8-This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by Guarantor Bank (whether singly or jointly with other Banks) on behalf of the Bidder heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un-cancelled and we the Guarantor Bank further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the Bidder heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

8-Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax or registered post to our local address as mentioned in this guarantee.

9-The expression "Bank", "Guarantor Bank" and "Bidder" hereinbefore used shall include their respective successors and assigns.

10-Notwithstanding anything contained herein:-

- (a) Our liability under this Bank Guarantee shall not exceed Rs. ----- (Rupees-----only);
(b) This Bank Guarantee shall be valid up to -----; and
(c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ----- (date of expiry of Guarantee).

The Guarantor Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Guarantor Bank.

Date this ----- day of ----- 2021 at Mumbai.

For and on behalf of ----- Guarantor Bank.

sd/- -----

Annexure – VII Non-Disclosure Agreement Format

This Agreement made at _____, on this _____ day of _____ 2022.

BETWEEN

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

AND

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

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

WHEREAS:

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

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

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

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

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

for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

Non-disclosure: The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.

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

3. **Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

Term: This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.

5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information.

Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

6. **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.
7. **Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.
8. **Entire Agreement, Amendment, Assignment:** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

Governing Law and Jurisdiction: The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.

10. **General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided “as is”. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.
11. **Indemnity:** The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

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

For and on behalf of

Name of Authorized signatory:

Designation:

For and on behalf of

CENTRAL BANK OF INDIA

Name of Authorized signatory:

Designation:

Annexure – VIII Pre Bid Query Format

Comments on the Terms & Conditions, Services and Facilities provided:

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

Sr. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation

Annexure – IX Bid Undertaking Letter

To

Dy. General Manager -IT
Central Bank of India
DIT, Central Office,
CBD Belapur

Dear Sir,

REF: RFP No.: CO: DIT: PUR: 2021-22: xxx dated

Over and above all our earlier confirmations and submissions as per your requirements of the RFP, we confirm that,

1. We have quoted for all items as requested by Central Bank of India in the RFP and stand committed to deliver to the highest standards and quality as required by Central Bank of India to meet the timelines of the project. Our bid submission is in line with the requirements of Central Bank of India as stated in the RFP.
2. We confirm that we have factored in all costs and expenses for meeting the complete scope and deliverables of the RFP.
3. We are completely aware of the timelines specified by Central Bank of India and are committed to adhering to the same. We have also clearly taken note of the service level requirements Central Bank of India and expectations from us and wish to confirm that we have taken care of every aspect to meet the same.
4. We have clearly understood Central Bank of India's requirements and wish to confirm that we abide by the terms and conditions of the RFP issued thereafter.
5. We confirm and understand that all arithmetical totaling errors will be corrected for the purpose of evaluation only and the consideration of that error for payment would be completely according to Central Bank of India's discretion. We also confirm and understand that for all other errors which we have made in the bid, Central Bank of India for the purpose of evaluation will take the corrected amount based on the price quoted by us in the price sheets but the payment of such amounts would be completely according to Central Bank of India discretion.
6. We confirm that we will provide the best of our resources and the people proposed by us will be dedicated to Central Bank of India Bank for the sake of resource continuity. Further, we also confirm that Central Bank of India may interview the key resources proposed by us and confirm their acceptability. In any event if a resource is found unfit by Central Bank of India we agree to change the same and provide Central Bank of India Bank with a replacement within reasonable time so as to not affect the services/project timelines.
7. We confirm that the prices and values quoted by us encompass the complete scope of the project and we will ensure that the quality of deliverables for the project is not affected due to any pricing pressures.

Dated this.....by2021__

Authorized Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

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

Annexure – X

Bill of Material (Total cost of Ownership – TCO)

The Bill of Material for Appointment of Consultant for Core Banking Project is mentioned in a separate file named BILL OF MATERIAL

Instructions:

- 1 The quoted price against each project shall remain unchanged till the completion of the project (s).
- 2 Bank is not responsible for any arithmetic errors in the commercial bid details sheet committed by the shortlisted bidders, however, if there are any computational errors the Bank will evaluate the bid as per the provisions contained under RFP document.
- 3 The bidders should quote as per the format of the Bill of Material only and a masked replica of the Bill of Material should be enclosed in the technical bid.
- 4 The masked bill of materials which would be submitted as part of the Technical bill of material should contain 'XX' for ALL the corresponding commercial values that will be present in the unmasked Bill of Material that will be part of the commercial submission.
- 5 All amounts in the Bill of Material should be in INR.
- 6 The start of IT Strategy and project management tenure will be reckoned within 2 weeks after issuance of the purchase order and deployment of resources as per the project requirements.
- 7 Bank reserves its right to implement or drop any of the above listed project without assigning any reasons.
- 8 The reverse auction will be conducted on total project cost .
- 9 The price would be inclusive of all applicable taxes under the Indian law like custom duty, freight, forwarding, insurance, delivery etc. but exclusive of any applicable GST, which shall be paid on actual basis on production of bills with GSTN. Any increase in GST will be paid in actual by the Bank or any new tax introduced by the Government will also be paid by the Bank. The entire benefits/ advantages, arising out of fall in prices/ taxes, duties or any other reason, must be passed on to the Bank. The price quoted by the consultant should not change due to exchange rate fluctuation, inflation, market conditions, and increase in custom duty.
- 10 All prices to be valid for a period of 36 months from the date of the contract execution / signing.
- 11 Consultant to factor all its expenses like travelling, boarding, lodging etc. Apart from amount specified in commercial bid, no other expenses will be paid by the Bank.

Total Summary of Costs - [Commercial Details]

S/N	Scope Item	Total Amount (in INR)
1.	Current State Assessment	(A)
2.	End to end CBS Contract Renewal	(B)
3.	Expansion of Data Center , Disaster Recovery Center and Near Site	(C)
4.	RFP Preparation, Vendor Evaluation & Selection	(D)
5.	Implementation Support	(E)
6.	Formulate Broad strategy / Approach plan for New Initiatives	(F)
7.	Additional per Man day rate for 50 days.	(G)
	TOTAL COST OF THE PROJECT (A+B+C+D+E+F+G) :	

Commercial Breakup Details

A. Part I Current State Assessment

S/N	Project	Amount in INR
1	Review of existing IT setup / CBS Architecture / Revamping of IT Infrastructure	
2	Review of Cyber Security Framework	
3.	List of activities and methodology for taking over by Bank from Existing System Integrator	
4.	IT Manpower Resource Planning and Knowledge Transfer, Training etc.	
	Total (A)	

B. Part II – End to end CBS Contract Renewal

S/N	Scope Item	Total Amount (INR)
1	End to end CBS Contract renewal with System Integrator	
2.	Hardware(s) and Software(s) Augmentation / refresh	
3.	Network and Security Augmentation and Refresh at DC , DR, Near Site, Branches	
4.	Implementation of EOD Automation	
5	Renewal of ULA for Oracle	
6.	Implementation of Centralized CBS	
7.	Implementation of Centralized reports solution	

8.	Any Other item (Please specify)	
	Total (B)	

C. Part III – Expansion of DC,DRC and Near Site

S/N	Scope Item	Total Amount (INR)
1	Expansion of DC and DRC including other Infrastructure related requirements	
2.	Assessment of Near site Requirements which includes Renewal of Near Site Contract / Near Site infrastructure requirements etc.	
	Total (C)	

D. Part IV - RFP Preparation, Vendor Evaluation & Selection

S/N	Project	Total Amount (INR)
1.	Storage Refresh (Core and / or Non-Core)	
2.	Hardware(s) Refresh (core and / or Non-core)	
3.	Network Infrastructure refresh , upgradations	
4.	Implementation of SDWAN solution	
5.	Any other RFP as per Bank requirements Assume- 5 Additional RFP (Per RFP cost will be taken by dividing total amount by 5)	
	TOTAL (D)	

Note:

In the event any or some of the RFP's are combined the Bank will release the payments for the respective RFP's as specified above based on payment terms specified in the RFP for the completed portion. The Bank will pay the complete amount specified against each of the RFP's even if some of them were to be combined by the Bank. In the event a new RFP needs to be formulated the same would be done using Unit amount arrived from above table .

If any of the scope item is found as not required by the Bank during any point of time, proportionate amount will not be paid by Bank.

E. Part V – Implementation Support

S/N	Project	Amount in INR
1	Implementation of All activities related to end to end CBS Contract Renewal	
2.	Implementation of all hardware(s) and Software(s),	

	solutions augmentation / refresh	
3.	Implementation of All Network related Infrastructure	
4.	Integration of new solutions with existing CBS and allied applications	
5.	Any other service (Please specify)	
	TOTAL (E)	

Note:

The price quoted for the project should be inclusive of taxes and charges/levies except GST. GST will be payable actual and on submission of original invoice / receipt.

The base location for the project execution would be Mumbai and Hyderabad. No Travel expenditure will be paid by Bank.

The Consultant will have to work as per the timing of the Bank

All prices to be valid for a period of 3 years from the date of contract execution / signing
Bank will be paying for the Services availed by the Bank.

F- Part VI Formulate Broad strategy / Approach Plan/ Concept Paper for New Initiatives

S/N	Project	Total Amount (INR)
1	Alignment of IT Infrastructure with Business Growth / Strategy	
2	API Banking	
3	Payment Services Infrastructure, Revamping & Upgradation	
4	Approach Document / Plan including Infrastructure requirement and Modalities for implementing Work from home / Work from anywhere in the Bank	
5	Government Business Requirements and PFMS Automation	
6	Document Management System (DMS)	
7	Revamping Delivery channels of the Bank like Internet Banking	
8	Super App with Omni channel and market place	
9	Any other new Initiatives plan as per Bank requirements Assume- 4 Additional Initiatives (Per Initiatives cost will be taken by dividing total amount by 4)	
	TOTAL (F)	

The above initiatives are tentative. Bank may or may not opt for all above indicative initiatives.

G-Part VII- Additional Per-Man Day Rate

S/N	Particulars	For one Day	For 50 working Days
	Additional per man-day cost		
	Total (G)		

Note: Resource cost for 50 days is considered only for the purpose of commercial evaluation. Payment will be made on the actual number of days utilized for any additional service which are not included in Scope of work /TCO.

- The rate provided would be a blended rate and should be valid for 36 months from the date of contract with the Consultant.
- The rate quoted would be used by the Bank for allotting additional related work beyond the scope of the project if the need arises
- The rate quoted should be inclusive of taxes and charges except GST. GST will be payable actual and on submission of original invoice / receipt.
- The rate quoted should include all expenses, lodging and boarding for work to be executed as part of this project.

Annexure – XI

Bid Security Declaration (In place of EMD Amount)

Pro-forma of Bid Security Declaration given by all the Bidders participating in the Request for Proposal for Appointment of Consultant for Core Banking Project on their official letter-head.

To,
Deputy General Manager-IT,
Department of Information Technology,
Central Bank of India, Central Office,
Sector 11,
CBD Belapur,
Mumbai - 400614

Date:

Subject: Bid Security Declaration for Request for Proposal for Appointment of Consultant for Core Banking Project. (Tender No- CO:DIT:PUR:2021-22:347)

Dear Sir,

We _____ (bidder name), hereby undertake that we are liable to be suspended from participation in any future tenders of the Bank for 2 years from the date of submission of Bid in case of any of the following:

- 1) If the bid submitted by us withdrawn/modified during the period of bid validity.
- 2) If any statement or any form enclosed by us as part of this Bid turns out to be false / incorrect at any time during the period of prior to signing of contract,
- 3) In case of we becoming successful bidder and if:
 - a) We fail to execute Contract within the stipulated time.
 - b) We fail to furnish Performance Bank Guarantee within the timelines stipulated in this RFP document.

Yours faithfully,

Authorized Signatory
Designation
Bidder's Corporate Name

Stamp:

Annexure – XII

INTEGRITY PACT

Between

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

And

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

Preamble

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

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

Section 1 – Commitments of the Principal

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

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

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

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

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

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

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

a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in

order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the

“Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder (s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

Section 4 – Compensation for Damages

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

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

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

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

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

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

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

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

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

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

Section 8 – Independent External Monitor / Monitors

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

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

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

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

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

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

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

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

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

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

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

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

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



(For & On behalf of the Principal)

**For & On behalf of the Principal
Bidder / Contractor**

(Office Seal)

(Office Seal)

Place_____

Place_____

Date_____

Date_____

Witness1:

Witness1:

Name & Address

Name & Address

Witness 2:
Name & Address

Witness 2:
Name & Address

Annexure - XIII

Guidelines , Terms and Condition and process flow for E-procurement Auction.

1. The Bidder is required to submit the indicative price exclusive of taxes, Octroi & Entry tax; in a separate sealed cover envelope. Any Bidder, whose technical bid has not been found acceptable, will be entitled to take back the unopened envelope containing indicative price. For the purpose of arriving at Start Bid price the Bank will take into cognizance the indicative rates offered by the Technically Qualified Bidders in which process the Bidder will not be involved. There would however be no compulsion on the part of the Bank to accept the indicative prices as Bench Mark for determining the Start Bid price and the Bank may at its discretion use any other process / methodology to determine the Start Bid Price without having to disclose the basis to the Bidders.

2. A reverse auction event will be carried out by an agency appointed by the Bank, among the Technically Qualified Bidders, for providing opportunities to the Bidders to bid dynamically. At the end of reverse auction process, the lowest bidder (L1) in reverse auction process will be identified.

3. In case the lowest bidder fails to honor their commitment given during reverse auction event, action as deemed fit shall be taken.

Reverse Auction Event Information

The short listed Bidders after the technical evaluation stage will participate in the reverse auction conducted by an agency appointed by the Bank.

Date for Reverse Auction training: Will be informed after Technical Evaluation of bids.

Date and time of reverse auction: Will be informed after Technical Evaluation of bids.

Terms & Conditions of Reverse Auction

1. TRAINING: An agency appointed by the Bank will conduct adequate training to the technically qualified Bidders on the bidding process. The Bidder has to participate in the training at their own cost.

2. LOG IN NAME & PASSWORD: Each technically qualified Bidder will be assigned a Unique User Name & Password by the agency appointed by the Bank. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the agency appointed by the Bank. All bids made from the Login ID given to the Bidder will be deemed to have been made by the Bidder.

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

4. LOWEST BID OF BIDDER: In case the Bidder submits more than one bid, the lowest bid will be considered as the Bidder's final offer to sell

5. AUCTION TYPE: The Bidders will be able to view the rank of different Bidders. The Bidder will not be able to view the current lowest price on the portal.

6. VISIBILITY TO BIDDER: The Bidder shall be able to view the following on his screen along with the necessary fields:

- Rank of other Bidders
- Rank of the Bidder

7. MASKED NAMES: The original names of the Bidders shall be masked in the Reverse Auction and they shall be given dummy names. After the completion of the Reverse Auction event, the agency appointed by the Bank shall submit the Report to CBI with the original names displayed.

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

9. OTHER TERMS & CONDITIONS:

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other Bidders
- The Bidder shall not divulge either his Bids or any other exclusive details of CBI to any other party.
- CBI’s decision on award of Contract shall be final and binding on all the Bidders.
- CBI can decide to extend, reschedule or cancel any Auction. Any changes made by CBI after the first posting will have to be accepted if the Bidder continues to access the site after that time.

CBI and the agency shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.

- CBI and the agency are not responsible for any damages, including damages that result from, but are not limited to negligence. The agency will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

All the Bidders are required to submit the Reverse auction process compliance Form after the training program duly signed to CBI. After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the Technically Qualified Bidders.

Auction Format	ENGLISH REVERSE NO TIES AUCTION There is only 1 Bidder at a particular position / rank, which means 1 L1, 1 L2 & so on. The criteria followed here is of Price only. So, the Bidder who quotes the lowest Price is declared as the winner of the Auction. A Bidder here can revise his bids. The revised price should be lower than the L-1 price at that point of time.
Bidding Process and Timeline	You should complete the following steps: Participate in the training Program for bidding by the agency appointed by the Bank on the dates mentioned in this document You should be prepared with competitive price quotes on the day of the bidding event. Participate in the online bidding event.
Start bid price	Start bid price is the upper/ ceiling price of the contract value fixed by CBI for the reverse auction event. Bidders can bid only lower than the start bid price. Start bid price shall be available to the Bidders during the start of the auction on the auction site.
Bid Decrement	Bid Decrement is the fixed amount by which, or by multiples of which, the next bid value can be decreased. Bid Decrement shall be available to the Bidders during the start of the auction on the auction site.

Bid Price in reverse auction	Kindly mention the bid price basis i.e. the price quoted in the reverse Auction shall be lump sum exclusive of all taxes.
Auto Bids:	Auto Bid function shall be disabled during the e-procurement auction
Auction Duration	The auction will be of 1 hour duration. In case there is a bid by any Bidder within 5 minutes of closing of the auction, the auction will be extended by another 5 minutes. Such extension will be allowed to continue till no quote is placed within 5 minutes of the last quote or 30 minutes whichever is lower. In any event the auction process deems to have concluded by 90 minutes from the start of the auction. Auto-bid feature will be disabled from the start time of bidding. This feature will be explained during training.
Price Bid evaluation and award of purchase order	At the end of reverse auction process, L1 of Reverse Auction will be identified. CBI reserves the right to reject any or all the bids without assigning any reason whatsoever.

The above terms and conditions are acceptable to us.

Seal of the Bidder

Signature of the Bidder

Annexure - XIV Proposed Team Profile

Sr No	Major Deliverables	Name of the team member	Qualifications and certifications	Previous Banks where team member was associated	Duration of team member's association	No. of years of experience
1.	Current State Assessment					
2.	End to end CBS Contract Renewal,					
3.	DC and DRC Expansion and other Infrastructure related requirement, Near Site					
4.	RFP Preparation / Vendor selection, Price Discovery etc.					
5.	Implementation Support					
6.	Formulate Broad Strategy / Approach Plan/ Concept paper for new initiatives / Upgrades					

We hereby acknowledge that the information provided by us is true and to the Best of our Knowledge

Place:

Date:

Seal and signature of the bidder