



Central Bank of India
International Division, Integrated Treasury Branch
5th Floor, Chandermukhi, Nariman Point, Mumbai-400021

Tender Reference no: CO: ID: PUR: 2022-23: 227

For
Automation Software / Middleware for liquidation of
Export Data Processing and Monitoring System (EDPMS) &
Import Data Processing and Monitoring System (IDPMS)
Entries

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This document is prepared by CENTRAL BANK OF INDIA for **Automation Software / Middleware for liquidation of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS) Entries**

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The long form of some abbreviations commonly used in the document is given below:

REQUEST FOR PROPOSAL (RFP) for Automation Software / Middleware for liquidation of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS) Entries



Abbreviations	Description	Abbreviations	Description
AMC	Annual Maintenance Cost	OS	Operating System
AD	Authorised Dealer	LLMs	Loan Life cycle Management System
AI	Artificial Intelligence	OEM	Original Equipment Manufacturer
ATS	Annual Technical Support	OCR	Optical Character Recognition
BANK/ CBI/ Central Bank	Central Bank of India	OMS	Offsite Monitoring System
BOE	Bill of Entry	ORM	Outward Remittance
BIC	Bank Identifier code	SB	Shipping Bill
CBS	Core Banking Solution	SAN	Storage Area Network
CIF	Customer Information First	SI	System Integrator
CVC	Central Vigilance Commission	SLA	Service Level Agreement
DC	Data Centre	SRS	Systems Requirement Specifications
DR	Disaster Recovery	SDR	Single Data Repository
DRC	Disaster Recovery Centre	SFMS	Structured Financial Messaging System
ECS	Electronic Clearing System	SFIO	Serious Fraud Investigation Office
EFRMS	Enterprise Fraud Risk Management Solution	SWIFT	Society For Worldwide Interbank Financial Telecommunication
EBRC	Electronic Bank Realisation Certificate	TCO	Total Cost of Ownership
EMD	Earnest Money Deposit	TCS	Tata Consultancy Services Ltd
EMS	Event Management System	TF	Trade Finance Module
ERP	Enterprise Resource planning	UAT	User Acceptance Test
FAQ	Frequently Asked Questions		
FATF	Financial Action Task Force		
FETERS	Foreign Exchange Transactions Electronic Reporting System		
FIU	Financial Intelligence Unit		
GST(CGST/SGST/ IGST)	Goods and Service Tax (Central GST/State GST/Integrated GST)		
IFSC	Indian Financial System Code		
IP Address	Internet Protocol Address		
IRM	Inward Remittance		
IS	Information Security		
IT	Information Technology		
IEM	Independent External Monitor		
KYC	Know Your Customer		
LEI	Legal Entity Identifier		
MSA	Master Service Agreement		
MIS	Management Information System		
NPCI	National Payment Corporation of Indian		

INTRODUCTION & OBJECTIVE

CENTRAL BANK OF INDIA, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Central Office at Chandermukhi Building, Nariman Point, Mumbai, India and its International Division, at Central Bank of India, Integrated Treasury Branch 5th floor, Chandermukhi, Nariman Point, Mumbai, India – 400021, hereinafter called “ The Bank”, is one of the leading Public Sector Banks in India having around 4600 Branches and around 3300 ATMs, spread all over the country.

Bank intends to select a bidder to develop, install, integrate, operationalize, maintain and support EDPMS & IDPMS Solution at Bank's Data Centre and Disaster Recovery System in India. Bidder should provide for separate Test and Training set-up. Solution license should be perpetual, non-exclusive, enterprise-wide License, i.e. unlimited, unrestricted license for the Bank. Bank can use the license without taking ATS/AMC. The Solution should be hosted in Bank premises in High Availability Mode and should have a minimum uptime of 99.99%. The Application should have state-of-art user interface. The Solution should be futuristic and should adapt to the changing dynamics EDPMS & IDPMS Ecosystem and should also be customizable for different use cases for EDPMS & IDPMS.

The Trade Finance application used by the bank is used in all AD 'B' Category Forex branches (including International Division) and the other non-Forex branches. The Forex branches use the Trade Finance application for Trade finance operations and to perform all the transactions including rectifications related to EDPMS / IDPMS.

Currently Bank is using the following applications in its Trade Finance Operations:

Application Name	: FX24 System
Implementer	: M/s Intellect Design Arena Limited
Data Base	: Oracle

The existing Trade finance application is interfaced with the following other systems:

- Core Banking Solution for Trade Finance transactions
- GL Interface with CBS
- Interface with SFMS system
- Interface with Swift Alliance messenger system.
- Interface with Treasury application software (Bancs Treasury Version V12 of TCS)
- LLMS, SDR, EFRMS, OMS

Going forward, Central Bank of India would like to leverage on the liquidation of EDPMS/IDPMS entries by means of Automation Software / Middleware. The solution should have the appropriate modules for liquidation of EDPMS/IDPMS.

Bidders while estimating the efforts for implementation for the scope of this RFP, are

required to consider the appropriate modules for liquidation of EDPMS/IDPMS entries.

This RFP envisages procurement of an Automation software / Middleware for liquidation of EDPMS / IDPMS entries and seamlessly integrate its requirement into Trade Back office as well as our existing Core Banking Solution.

The said Solution has to work on top of our existing Core Banking Solution –Bancs24 and Trade Finance Module FX24.Through an interface all the back-office accounting and liability entries have to be triggered in CBS and FX24 apart from dynamically fetching client limit and facilities related information from there as part of transaction processing.

Hence, the prospective bidders have to provide their plan for implementation for interfacing their solution with the following but not limited to:

- Core Banking Platform at our Domestic Offices, currently TCS Bancs24
- Trade Finance Module at International Division and AD Branches, currently Intellect's FX24
- Bank's Payment Hubs
- Bank's Mail servers, currently HCL Lotus Notes
- SWIFT Alliance Messenger Gateway
- SMS Aggregator
- Any ERP (Enterprise Resource Planning) solution / middleware used by our corporate clients [Corporates might be using various standard ERP solutions internally – information on which is currently not available with the Bank. However, the bidder has to clearly advise in their Technical bid whether the TF solution offered is capable of interfacing / has been interfaced, with major ERP packages]
- LLMS, SDR, EFRMS, OMS.

The technical and commercial bids have to include the full details and cost of such implementation in the Bank along with the proposed implementation partner, if any.

The proposed solution is also expected to provide a robust MIS support by way of Dashboard with certain inbuilt reports/report generation tools. These reports would inter alia cover extraction of data for various internal, external MIS and regulatory purposes including Monitoring activities. The dashboard has to be multi-level both at front end and back end viz: (1) Corporate Level/Group level information; and (2) Branch/Region/Zone/Central Office level information for the Bank users/ Administrators. The bidder should provide an indicative list of reports which come out of the box. Currently, there are several reports which are being generated by our offices with differing periodicity like daily, weekly, fortnightly, monthly, quarterly, annually, etc. While a few of them are menu driven, a few reports depend on the Data Centre for generation. The Bank desires that the solution has or capable of hosting a standard menu driven report generation process at Local as well as DC level / DR level, based on certain pre-defined parameters, however no separate report server is envisaged. A Solution which has in built standard reports as well as a user friendly report writing tool is desirable.

The proposed product should offer maximum flexibility in User administration for the

Corporates while making available all the required user control tools at the hands of the Bank users. The IT Centre of the bank is located at Belapur and the Central Data Centre is also housed at Belapur and the DR center is located at Hyderabad.

The product should be capable of handling multi location, multi-currency, multi-product Trade Finance administration and services. Going forward the proposed solution should also be capable of interfacing with multiple back office solutions, if required. [Currently TCS Bancs24 CBS solution which is operational for Core Banking Operation and Intellect FX24 for Trade Finance Operation]. In addition, the product should be dynamic enough to configure for all types of operations, viz. Centralized model, Hub and Spoke model and at Regional Centers. The product needs to have an inbuilt feature of assigning / reassigning tasks even across various branches / regions. The product should also have proven abilities of assisting the Bank in maintaining audit trails of all its functions/processes.

Ability to interface with other third-party solutions like screening software solutions, transaction monitoring solutions, etc. is mandatory. The solution should also have the capability to generate alerts to applicants / beneficiary by way of email, SMS etc. Integration /Interface for the same will be the responsibility of the bidder to transmit messages through bank's existing mail server. (AMLOCK) format will be provided for generation of alerts.)

CONTROL SHEET TABLE

Tender Reference	CO: ID: PUR: 2022-23: 227
Cost of Tender documents (Non Refundable)	Rs. 10,000.00 (Rupees : Ten Thousand only) including taxes *
Date of issue of RFP	02 nd January 2023
Earnest Money Deposit (EMD)	Rs. 5,00,000.00 (Rupees : Five Lakh only)
Date of commencement of sale of tender document	02 nd January 2023
Mail Ids and last date of written request for queries/clarifications before the pre bid Meeting.	agmid@centralbank.co.in cmidpolicy@centralbank.co.in , Latest by 06 th January 2023 up to 15:00 hrs. Queries can be submitted in format ANNEXURE-7
Pre-Bid Meeting, Date, Time & Number for Presentation Con call	07 th January 2023 at Time/Conference Number/ link shall be shared separately
Last Date and Time for receipt of tender bids, online	16 th January 2023 at 15:00 hrs
Mode of Bid Submission & online Portal's URL	Mode-Online URL: https://centralbank.abcprocure.com/EPROC
Online opening of Technical Bids (Time and Date)	16 th January 2023 at 15:30 hrs
Response Types	1. Technical Bid + Document Cost + Bid Security 2. Commercial Bid
Address of Communication	Asst. General Manager-ID Central Bank Of India, International Division, Integrated Treasury Branch, 5 th Floor, Chandermukhi, Nariman Point, Mumbai-400021
Email address	Mail address:- agmid@centralbank.co.in cmidpolicy@centralbank.co.in , idedpms@centralbank.co.in
Contact Telephone	022-66387548, 022-66387750,

Note:

In case the specified date of online submission & opening of Bids is declared a holiday in Maharashtra under the NI act, the bids will be received till the specified time on next working day and will be opened at 3.00 P.M.

The following two documents are only to be accepted in physical mode.

- EMD in the form of BG
- Integrity Pact

PART-I

1.1 GENERAL TERMS & CONDITIONS

CENTRAL BANK OF INDIA invites online bids comprising of Eligibility Bid, Technical Bid and Commercial Bid from experienced prospective bidders having proven capabilities in the field of Implementation for Automation of liquidation of EDPMS/IDPMS.

The prospective bidders are required to adhere to the terms of this RFP document and any deviations to same shall not to be acceptable to CENTRAL BANK OF INDIA.

Bidder appointed under the RFP document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project. Unless agreed to specifically by the Bank in writing for any changes in the document submitted, the bidder responses should comply with the RFP. Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the RFP document shall be the governing document for arrangement between Bank and prospective bidder in terms of this RFP document.

RFP document can be downloaded from our website www.centralbankofindia.co.in. The bidders downloading the document from Bank's website www.centralbankofindia.co.in must pay the cost of the document (Tender Fee), before participating in Pre-Bid Meeting. Any bid received after prescribed last date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. The bidders should take care of submitting the bids properly filled so that the papers are not loose. The bid documents should be properly numbered and submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny. Bidders are requested to participate in the tender process according to the time schedule mentioned above.

The eligibility bid will be opened first and only those bidders, deemed eligible as per the eligibility criteria mentioned in this RFP, will be shortlisted for technical evaluation; the qualified bidders will be notified separately. The technical evaluation of those bidders who are meeting all the eligibility criteria will be carried out including their capability for carrying out the implementation of the project and meeting the technical & functional specifications mentioned in the RFP Document.

The Bids should be addressed to:
General Manager – TR/ID,
Central Bank of India
International Division
Integrated Treasury Branch
5th Floor, Chandermukhi
Nariman Point
Mumbai-400021

CENTRAL BANK OF INDIA is not responsible for non-receipt of response to RFP within the specified date and time due to any reason including postal holidays or delays. In case the specified date of submission & opening of Bids is declared holiday in Maharashtra under Negotiable Instruments Act, the bids will be received till the specified time on next working day and Technical Bid will be opened at same time (above it is mentioned as 3.00 pm) on that day.

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the target date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

1.2 SUBMISSION OF BID – TWO BID SYSTEM

- 1.2.1 Bid should comply with the RFP as specified hereinafter.
- 1.2.2 The Technical bid should be complete in all respects and contain all information asked for, except prices. The documentary proof in support of all Eligibility Criteria should be submitted along with technical Bid.
- 1.2.3 The Technical bid should have compliance given in Part - VI and documentary proof in support of Eligibility Criteria.
- 1.2.4 Bidders to submit **only masked commercial Bid i.e. by hiding commercial bid as per ANNEXURE-8** along with technical bid. **Please note that the bidder will be summarily disqualified if commercial bid is submitted with technical bid.**
- 1.2.5 The Commercial bid should have compliance as per ANNEXURE-8.
- 1.2.6 Incomplete bids or bids not conforming to the terms and conditions are liable for rejection by the Bank.
- 1.2.7 At any time, prior to deadline for submission of response to the RFP, CENTRAL BANK OF INDIA may modify any of the terms & conditions and technical specifications at its sole discretion and the same will be available on Bank's website and the amendments shall be binding on the bidder. In case of any amendment, CENTRAL BANK OF INDIA may extend the deadline for submission of response to this RFP in order to provide a reasonable time to the prospective bidders.
- 1.2.8 Bank reserves the right to seek clarification or call for supporting documents from any of the bidders, for which the concerned bidder need to submit the documentary evidence(s) as required by CENTRAL BANK OF INDIA.

- 1.2.9 Any Technical Bid, submitted with incorrect information will be liable for rejection. Further, if any bidder is found to have submitted incorrect information at any time, bidder may be debarred from participation in the future tendering processes of Bank.
- 1.2.10 Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.
- 1.2.11 Bank may continue with the normal tendering process even if only one bid is received.
- 1.2.12 Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 1.2.13 Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidders.
- 1.2.14 Canvassing of any kind or Bid submitted with false information will be a disqualification.
- 1.2.15 Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the bid validity period.
- 1.2.16 The bidder is required to understand, undertake and guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the bid validity period.
- 1.2.17 Further, subsequent to the orders being placed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies /taxes.
- 1.2.18 The Bank shall be under no obligation to accept the technical solution offered or the lowest or any other offer received in response to this RFP document.
- 1.2.19 The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to cancel the entire RFP process without assigning any reasons whatsoever at any stage of the RFP process.

- 1.2.20 The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves the right to accept or reject any bid.
- 1.2.21 Printed literature (for specific product and version numbers) describing configuration and functionality should be provided to the Bank for the products proposed to be supplied for the project. It should be noted that the product proposed will have to be supplied with all the software updates/fixes, if any, and associated documents. The version of software delivered should be the latest one available.
- 1.2.22 Bids once submitted shall not be returned to the Bidder in future.
- 1.2.23 The bidder shall not quote for the products/solution, whose End of sale/ End of Support / End of Life has been declared by the OEM/OSD. Bidder must have back to back support relation with the OEM's/OSDs whose products/solution are offered by the bidder to the Bank, in case the bidder is not an Original Equipment Manufacturer (OEM)/Original Solution Developer (OSDs), a commitment letter from the OEM/OSD at least for a period of 7 years from the date of quote has to be submitted along with the Technical bid.
- 1.2.24. The technical bid shall be submitted in conformity with the Scope of Work.

1.3 COST OF TENDER DOCUMENTS

The bidders should pay the Cost of tender document with fee amount of Rs.10,000/- (Rupees Ten Thousand Only). The Cost of tender documents may be paid by Demand Draft/ Pay Order drawn in favour of 'CENTRAL BANK OF INDIA' payable at Mumbai. The Cost of tender document is non-refundable. The bidder downloading the tender document from Bank's website www.centralbankofindia.co.in must pay the cost of the tender document before attending the Pre-Bid meeting. This non- refundable tender fee can also be submitted through the electronic mode to the below mention account. Proof of successful deposit of tender fee has to be submitted along with tender document. The details of the account are as under:-

- Account Number- 3287810289
- Account Name- Central Bank of India
- Branch- CBD Belapur, Navi Mumbai
- IFSC- CBIN0283154
- Start-ups (which are not MSEs) are exempted only from Bid security amount.

The prospective bidders who have already paid the cost of tender document for participating in Pre-bid meeting for Tender Reference no. CO: ID: PUR: 2022-23:197 dated 21.11.2022 are not required to pay the cost of tender document with fee amount of Rs. 10,000/-(Rupees Ten Thousand Only).

1.4 DUE DILIGENCE

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which CENTRAL BANK OF INDIA shall not be held responsible.

1.5 EARNEST MONEY DEPOSIT

The Bidder must submit Earnest Money Deposit (EMD) along with the Technical Bid through either DD / NEFT electronic mode or in the form of Bank Guarantee valid having validity period for **120 days** from the date of opening of Technical Bid in the format given in **ANNEXURE-6**. The EMD amount is **Rs 5,00,000/- (Rupees Five Lakh Only)** to be submitted as Bank Guarantee issued by any scheduled Nationalized bank in India

Earnest Money Deposit can also be of paid through the **electronic mode** to the below mentioned account. Proof of successful deposit of EMD has to be submitted along with tender document. The details of the account are as under:-

- Account Number- 3287810289
- Account Name- Central Bank of India
- Branch- CBD Belapur, Navi Mumbai
- IFSC- CBIN0283154

Non-submission of EMD will lead to outright rejection of the bid of the bidder. The EMD of unsuccessful bidders will be returned/discharged to them as promptly as possible but not later than 30 days after the expiration of the period of Tender validity prescribed by the purchaser. The EMD of successful bidder will be returned/discharged upon the Bidder signing the Contract and on submission of Performance Bank Guarantee as specified hereunder.

The EMD will not bear any interest and EMD made by the bidder will be forfeited if:

1.5.1 The bidder withdraws its bid during the period of bid validity (120 days

from the date of opening of bid).

- 1.5.2 If the bidder makes any statement or encloses any form which turns out to be false, fake, incorrect and /or misleading at any time prior to signing of contract and /or conceals or suppresses material information; and/or.
- 1.5.3 The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- 1.5.4 The bidder violates any of the provisions of the terms and conditions of this tender specification.
- 1.5.5 In case the successful bidder fails in the following:
 - To sign the contract in the form and manner to the satisfaction of CENTRAL BANK OF INDIA.
 - To furnish Performance Bank Guarantee in the form and manner to the satisfaction of CENTRAL BANK OF INDIA either at the time of or before the execution of Service Level Agreement (SLA), within 21 days from the date of acceptance of Purchase Order.

Note:

As per recommendations of GOI, Bank has decided to waive off EMD and tender cost for MSE entrepreneurs registered with competent authority in this regard.

Start-ups (Which are not MSE's) are exempted only from Bid-Security amount.

Exemption from submission of EMD and tender cost shall be given to bidders who are MSE and are registered with competent authority under its "single Point Registration Scheme". The bidder has to submit necessary document issued by competent authority to avail the exemption. To qualify for EMD exemption, firms should necessarily enclose a valid copy of registration certificate issued by competent authority which are valid on last date of submission of the tender documents. MSE firms who are in the process of obtaining registration will not be considered for EMD and tender cost exemption. However MSE bidders are required to submit bid declaration format as per Annexure 10.

It is clarified that necessary and valid documents to be submitted by Micro & Small Enterprises and SC/ST Micro and Small Enterprises owners to avail the preference.

Bids received without EMD and tender cost from bidders not having valid registered documents for exemption will not be considered. Performance Bank Guarantee (PBG) has to be submitted under any circumstance.

1.6 REJECTION OF THE BID

The Bid is liable to be rejected if:

- a. It is received after expiry of the due date and time stipulated for Bid submission.
- b. Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for Proposal (RFP) are liable for rejection by the Bank.
- c. Bidder should comply with all the points mentioned in the Scope of work in **Part-V**. Non-compliance of any point will lead to rejection of the bid.
- d. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

1.7 PRE BID MEETING

For the purpose of clarifications of doubts of the bidders on issues related to the RFP, Bank intends to hold a pre bid meeting on the date & time as indicated in the RFP (Control Table). The queries for the Pre-bid meeting should be reached by email on or before the date mentioned in the control Sheet Table on e-mail: agmid@centralbank.co.in, cmidpolicy@centralbank.co.in

It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site. No individual correspondence will be accepted in this regard. Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting. For attending Pre Bid Meeting, it is Mandatory for the bidders to have deposited the Tender Cost, unless they are otherwise eligible for exemption. Any deficiencies should also be raised in the pre-bid queries.

1.8 MODIFICATION AND WITHDRAWAL OF BIDS

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by successful bidders, the EMD will be forfeited by the Bank.

1.9 INTRODUCTION AND DISCLAIMER

This Request for Proposal ("RFP") document has been prepared solely to enable CENTRAL BANK OF INDIA ("Bank") in defining the requirements for "**Supply of Automation Software / Middleware for liquidation of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring**

System (IDPMS) Entries ” The RFP document is not a recommendation, bid or invitation to enter into a contract, agreement or other arrangement in respect of the services.

1.10 INFORMATION PROVIDED

The RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

1.11 FOR RESPONDENT ONLY

The RFP document is intended solely for the information to the party to whom it is issued (“the Recipient” or “the Respondent”) and no other person or organization.

1.12 CONFIDENTIALITY

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 on Bank.

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

The successful bidder is required to execute a Non-Disclosure Agreement and Deed of Indemnity with the bank (as per bank’s format- ANNEXURE - 12).

1.13 DISCLAIMER

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, 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 the part of Bank or any of its officers, employees, contractors, agents, or advisers.

COSTS TO BE BORNE BY RESPONDENTS

All costs and expenses (whether in terms of time or material or money) 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.

1.14 NO LEGAL RELATIONSHIP

No binding legal relationship will exist between any of the Recipients / Respondents and Bank until execution of a contractual agreement.

1.15 ERRORS AND OMISSIONS

Each Recipient should notify Bank of any error, omission, or discrepancy found in this RFP document.

1.16 ACCEPTANCE OF TERMS

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

1.17 RFP RESPONSE

If the response to this RFP does not include the information required or is incomplete or submission is through e-mail, the response to the RFP is liable to be rejected.

All submissions 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 registered a 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.

1.18 RFP RESPONSE VALIDITY PERIOD

Bids shall remain valid for 120 (One Hundred Twenty) days from the last date of bid submission prescribed by BANK. BANK holds the rights to reject a bid valid for a period shorter than 120 days as non-responsive, without any correspondence. In exceptional circumstances, Bank may solicit the Bidder's consent to an extension of the validity period.

1.19 NOTIFICATION

Details of successful bidder will be posted on our Bank's website.

1.20 LANGUAGE OF BIDS

The bid, correspondence and supporting documents should be submitted in English.

1.21 NORMALIZATION OF BIDS

The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that shortlisted bidders are more or less on the same technical ground. After the normalization process, if Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically shortlisted bidders to re-submit the technical and commercial bids once again for scrutiny. The resubmission can be requested by the Bank in the following two manners:

- Incremental bid submission in part of the requested clarification by the Bank
- Revised submissions of the entire bid in the whole.

The Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The shortlisted bidders agree that, they have no reservation or objection to the normalization process and all the technically shortlisted bidders will, by responding to this RFP, agree to participate in the normalization process without any objection and extend their co-operation to the Bank during this process. The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

1.22 CANCELLATION OF TENDER PROCESS

CENTRAL BANK OF INDIA reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof. Any decision of CENTRAL BANK OF INDIA in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time during the tender process or prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria or has submitted false /incorrect information the bid will be rejected summarily by The Bank.

1.23 AUTHORIZED SIGNATORY

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond. ***The bidder shall furnish proof of signature identification for above purposes as required by the Bank.***

1.24 COMPLIANCE TO LABOUR ACT

As per Government (Central / State) Minimum Wages Act in force, it is imperative that all the employees engaged by the bidder are being paid wages / salaries as stipulated by government in the Act. Towards this, Successful Bidder shall submit a confirmation as per format provided in **ANNEXURE-14** of the RFP. Successful Bidder shall be the principal employer of the technical resources, employees, agents, contractors, subcontractors etc. engaged by Successful Bidders and shall be vicariously liable for all the acts, deeds or things, even though the same is within the scope of power.

1.25 DOCUMENTS CONSTITUTING THE BID

The Eligibility/Technical bid must be made in an organized and structured manner in the following form:

PART-II

2.1 ELIGIBILITY CRITERIA

Only those bidders, who fulfill the eligibility criteria as mentioned herein below, are eligible to respond to the RFP. Offers received from the bidders who do not fulfil all or any of the following eligibility criteria are liable to be rejected. Documents in support of all eligibility criteria are required to be submitted along with the Technical Bid.

Bank reserves the right to interpret the documents / proof of eligibility submitted by the bidders and may choose to accept / reject the proof of eligibility or may also call for further clarification with respect to any documents submitted by the bidder. The experience and expertise of the bidder, field record of satisfactory services, and Bidder's compliance with all these requirements must be substantiated with credible documentary proof such as customer Purchase Orders with dates and audited balance sheets.

Sr. No	Eligibility Criteria	Documentary Evidence to be submitted to the bank
1	The proposed solution should be a web-based solution and should have end to end (front end to back-end functionality-)	Confirmation of letter along with the documentary proof is to be provided by the Vendor
2	The proposed solution should have been implemented in at least two scheduled commercial Banks in last years	Copies of purchase order and completion certificate from client to be submitted
3	The Bidder must be an Indian firm/company/ organization registered.	Copy of the certificate of Incorporation issued by appropriate authority and full address of the registered office
4	Bidder should have minimum annual turnover of Rs. 20 crores each (For Micro and Small Enterprises/Start-ups other than MSE's the minimum turnover criteria is not required, however the company should present the satisfactory credentials/ positive feedback from the existing clients). This must be individual company and not of any group of companies.	Audited/ CA Certified Financial statements to be submitted. Additional Support Letter from CA to be submitted
5	The bidder/SI should be profitable organization i.e Net Profit for the last 3 financial years (2019-20, 2020-21 and 2021-22) and The bidder must have a positive networth in each of the last two financial years.	Copy of the audited balance sheet and / or Certificate of the chartered Accountant
6	Bidder should have an experience of Minimum 3 years in implementing solutions in comparable banks.	Experience certificate should be provided

Sr. No	Eligibility Criteria	Documentary Evidence to be submitted to the bank
7	Bidder should have not been black listed at any time by the Central or any of the State Governments in India or any public sector financial Institutions in India.	An undertaking to this effect must be submitted in their letterhead. (ANNEXURE-5)
8	Bidder should not have been declared as NPA/bankruptcy by any of the financial institution in India	An undertaking to this effect must be submitted in letter head.
9	Bidder should be Original Equipment Manufacturer (OEM) / System Integrator (SI) / Application / Service Providers or their Authorised dealer / representative. The authorized dealer should submit Manufacturers Authorization Certificate/Form (MAF)	Self-certification in case of OEM and Manufacturers' Authorization Form signed by the OEM authorizing dealer. (ANNEXURE-9)
10	Bidder shall have proper service setup in Mumbai to provide post implementation support and Annual Technical Support	Self-declaration letter signed by authorized signatory should be submitted along-with the bid. (ANNEXURE-25)
11	The Bidder must be the System Integrator with suitable tie-ups, back-to-back support relationship with the OEM (Original Equipment Manufacturer) and shall be a single point of contact for Central Bank of India	A self-declaration to this effect should be submitted by the bidder.
12	The solution / product offered should be compatible with all the guidelines issued by regulatory / government bodies	A self-declaration to this effect should be submitted by the bidder.

*** If any bidder's experience is derived from a parent/group company or from a company that it has acquired, please state the same clearly. Such experience may be considered. Bidder may be a System integrator (SI), OEM and any other entity with the SI being the prime bidder.**

Note:

All eligibility requirements mentioned above should be complied by the bidders as applicable and relevant support documents should be submitted for the fulfillment of eligibility criteria failing which the Bids may be summarily rejected. Non-compliance of any of the criteria will entail rejection of the offer summarily. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the Bank decides, originals / certified copies should be shown for verification purpose. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently. Any deliberate misrepresentation will entail rejection of the offer ab-initio. Any decision of CENTRAL BANK OF INDIA in this regard shall be final, conclusive and binding upon the bidder.

PART-III

3.1 EVALUATION CRITERIA

There would be a three (3) stage evaluation process. The Stages are:

- a. Eligibility Criteria Evaluation
- b. Techno-Functional Evaluation
- c. Commercial Evaluation

The Eligibility Criteria would be evaluated first for the participating bidders. The bidders, who qualify all Eligibility Criteria as mentioned in RFP, will be shortlisted for the Techno- Functional Bid evaluation. A detailed techno-functional evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial bid opening (e-Tendering).

The Commercial Bid of only those short-listed-bidders, who have qualified in Techno-Functional Evaluation, will be opened by the Bank, the date of which will be notified separately.

Only those Bidders will be eligible for Commercial Evaluation who qualifies in Techno-Functional Evaluation. Bidder shall submit the price breakup in the format of commercial bid. The Commercial Bid should contain price information only and to be submitted strictly as per the format provided in **ANNEXURE –8**.

3.2 EVALUATION METHODOLOGY

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution (Total Cost of Ownership) over a **5-year contract period** that appropriately meets the requirements of the Bank identified in this RFP. The selection of the bidder will be as per Annexure 4.

TECHNO-FUNCTIONAL EVALUATION PROCESS

The Bids submitted by the Bidders will be scrutinized to determine the fulfillment of Eligibility Criteria as stipulated in the RFP Document. The proposals will be evaluated in two stages. In the first stage, i.e. Techno-Functional Evaluation, the bidders will be shortlisted, based on bidder's responses. In the second stage, commercial bids of the qualified bidders will be opened.

The techno-functional evaluation will be carried out to check whether the bidders are meeting the techno-functional specification as defined in the RFP document and Scope of Work or not. During the period of evaluation, bidders may be asked to

provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within time frame indicated in the letter/e-mail seeking explanation. Bidders should provide a Virtual Presentation of the features of the proposed solution before a committee appointed by Bank.

Subsequent to the Virtual presentation the designated committee of the Bank may also visit the Bidder's site/office to access the capabilities, strength and other aspects as deemed fit by the Bank. Based on the presentation & site visit the committee will evaluate & give scoring based on the criteria's such as superiority in

- 1) Modules availability with critical Functionality
- 2) Latest Technology features
- 3) User Friendly Solution
- 4) Robust Reconciliation and Grievance Redressal Mechanism
- 5) Provision for Dash Board and Reports in the solution.

The resources offered should meet all the technical & functional requirements mentioned in the Scope of Work and Technical & Functional specifications of the RFP. Non-compliance to any of the technical & functional specifications may attract rejection of the proposal without assigning any reasons and without any cost or compensation therefor.

3.3 FUNCTIONAL AND TECHNICAL EVALUATION CRITERIA – (ANNEXURE-4)

The proposal submitted by the Bidders shall be evaluated on technical grounds covering various components of the projects as follows:

3.3.1 Implementation Requirements: detailed implementation requirements at all stages of the project have been mentioned. These requirements are integral part of the scope and bidder will have to implement all those requirements. In the response to this RFP, bidder is required to give approach and methodology as to how bidder is going to execute all the requirements.

3.3.2 Functional Requirements: The functional specifications for Automation Software / Middleware for liquidation of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS) Entries are given in Functional Requirements. **All the requirements are mandatory.** Bidder response for the availability of each requirement as a Readily Available (RA) or Customization Required without additional cost before Go Live (CU) shall indicate in column 3 for Technical requirement and column 4 for Functional requirement. **The Software solution offered, however,** should have at least 75% of the functional requirements as a part of the standard product. The remaining shall be customized before Go Live/pilot run at no extra cost to the Bank.

3.3.3 Technical Requirements: Bidder shall indicate in column 3 the availability of

each requirement as available (A) and Unavailable (U). **All the requirements are mandatory.** The Software solution offered, however, should have at least 75% of the technical requirements as a part of the standard product. The remaining shall be customized before Go live/pilot run at no extra cost to the Bank.

3.3.4 Product Demonstration & Bid Presentation: Eligible Bidders are required to make presentations to supplement their bids and show a detailed product demonstration. The Bank will schedule presentations and the time and location will be communicated to the Bidders. Failure of a Bidder to complete a scheduled presentation to the Bank may result in rejection of the proposal.

Bidder will have to make presentation basis the outlines / expectation given for coverage in the presentation. The same criteria (as Evaluation for functional specifications) will be applied to Product Demonstration also. Technical score will be finalized based on the responses provided by bidder and product demonstration.

3.3.5 Past Experience:

- a) The Bidder should provide details of past experience in implementing EDPMS/IDPMS solution.
- b) The Bidder's past experience shall be evaluated and the score obtained by the Bidder shall be considered for evaluation as given in ANNEXURE -18 Past Experience Details
- c) The Bidder should provide the details of all the implementations in Banks including details of scope of project, period (year) when project was done, details of the bank, number of branches with breakup of the role and proof of implementation.
- d) Experience at co-operative banks (State Co-operative banks, District Central co-operative banks, Urban Co-operative banks, etc.) shall not be considered for evaluation.
- e) Credentials are to be provided in English only.

3.3.6 Approach and Methodology

- a) **Reference site visit/ Tele conference:** a committee of people from the Bank would carry out Reference Site Visits and/or Telephonic interviews with the existing customers of the Bidder. The costs incurred for the reference site visits by the team representing Bank, will be borne by the Bidder. The inputs that have been received from the Customer would be considered by the Bank and this might not need any documentary evidence. This rating would be purely on the inputs (like satisfaction of the organization of the product, timeliness of implementation, promptness of support services etc.) provided by the Bidder's customers and score would be assigned to Bidder as mentioned in **ANNEXURE -17 Reference Site Details.**

The Bank at its discretion may reject the proposal of the Bidder without giving any reasons whatsoever, in case the responses received from the Site Visits are

negative.

b) Team Strength:

- i. Bidder responses to each point under Team Strength in **ANNEXURE-22: Implementation Team Profile**, including the team profile provided by the Bidder, would be evaluated.
- ii. The Bidder should ensure that the people above the role of the Team Lead who are proposed for this project should have worked on projects in Indian Banks earlier.
- iii. Bidder should specify role of each profile such as Project Manager, Technical Team Member, Functional Team Member, experience in years, areas of experience, qualification, details of the relevant projects, their roles on the project etc.
- iv. Bidder should specify out of the profile provided, who are going to be part of the project team with their role on the project.
- v. Bidder should specify if the resource committed for the project is full time or part time. A percentage involvement can be specified.

3.3.7 Project Management:

- i. Bidders are required to respond to each point under Project Management in ANNEXURE-23 and each question will be evaluated for suitability of response.
- ii. The Bidder should provide explanation on the Project Management process that is proposed for the Bank including details of how the same was applied in a similar project.

3.3.8 Training:

The Bidder will be responsible for training the Bank's employees in the areas of implementation, operations, management, error handling, system administration, etc. with respect to the implementation of EDPMS/IDPMS solution without extra cost to the Bank, except not specifically agreed between parties

The core team training will include functional as well as technical training and shall be considered within the scope of the Bidder.

The end user training should also be included in the scope. The end user must be trained on all functionalities required for efficient daily operations of the EDPMS / IDPMS solution.

The quality of the Bidder's training program shall form an integral part of the final evaluation and selection of the Bidder. The RFP has a sheet in the **ANNEXURE-19: Training Requirements** provided separately, which the

Bidder needs to complete, to allow Bank to evaluate the responses and assign scores against them. The questions pertain to the training techniques, course details provided by the Bidder and the educational qualifications and experience of the trainers.

3.4 COMMERCIAL EVALUATION PROCESS:

Only those Bidders who qualifies in Techno- Functional Evaluation will be eligible for Commercial Evaluation. Bidder shall submit the price breakup in the format of commercial bid. The Commercial Bid should contain price information only and to be submitted strictly as per the format provided in **ANNEXURE –8**.

The bidder has to participate in the e-tendering process adopted by the Bank and comply with the procedure mentioned in the e-tendering process prescribed by the Vendor appointed by the Bank for e-tendering.

The Commercial Bid of only those short-listed-bidders, who have qualified in Techno-Functional Evaluation, will be opened by the Bank, the date of which will be notified separately.

- 3.4.1 The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.
- 3.4.2 In case there is a variation between numbers and words; the value mentioned in words would be considered.
- 3.4.3 In the event vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of contract, the value of the lowest bid would be used.
- 3.4.4 There will not be any reverse Auction. Therefore the Vendors should give their best offers.
- 3.4.5 Prices Quoted by the Vendor will be compared with the prices quoted by participating vendors for such projects to other SCBs/peer Banks.

3.5 OPENING OF BIDS BY THE BANK:

3.5.1. Opening of Technical Bids

- 1. Those Bidders satisfying the eligibility criteria and accepting the terms and conditions of this document shall be considered for further evaluation.
- 2. The technical bids of Bidders who have furnished the EMD as mentioned above will be opened in the presence of authorized representatives of the Bidders on the date

and time specified in this RFP, if they remain present, else will be opened in their absence.

3. The Bank will open the Technical bid online as mentioned in this document.
4. The Bidders' names, withdrawals and the presence or absence of requisite EMD and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the time of Technical Bid opening. No bid shall be rejected at the time of bid opening, except for late bids, which shall be returned unopened to the Bidder.
5. In case the bid opening date falls on a Bank holiday in Mumbai, the bids shall be opened on the next working day.
6. The Bank will examine the bids to determine whether they are complete, whether required information has been provided as stated in the bid document, whether the documents have been properly signed, and whether bids are generally in order subject to fit in eligibility criteria.
7. The evaluation shall include fulfillment of functionality requirements as given in the RFP. Any bid determined as not in order as per the specifications will be rejected by the Bank.
8. Any effort by Bidder to influence the Bank in the Bank's bid evaluation, bid comparison or contract award decision may result in the rejection of the Bidders' bid. Bank's decision will be final and without prejudice and will be binding on all Bidders.
9. The Bank reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for the Bank's action.
10. To assist in the examination, evaluation and comparison of bids, the Bank plans to (at its discretion) ask the Bidders for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
11. Technically short-listed Bidders shall be invited for a presentation of the solution at a date, time and venue to be conveyed separately. Final short listing for opening commercial bids shall be done based on the solution demonstration and meeting the functional requirements.

3.5.2. Committee for Bid Evaluation:

1. The committee formed for evaluating the technical bids will examine the Bids to determine whether the documents are complete, are in the required formats, documents have been properly signed and the Bids are generally in order.
2. The above mentioned committee may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.
3. The above mentioned committee will examine whether the Bid and the Bidder is eligible in terms of the Eligibility Criteria specified in the RFP and the decision of the Bank shall be final and binding on all bidders.
4. During evaluation of the Bids, the above mentioned committee, at its discretion, may ask a bidder for clarification of its bid. 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.

PART – IV

4.1 BROAD SCOPE OF WORK

EDPMS/IDPMS is a major compliance requirement for the banks offering Trade Finance Products. Like other global banks, Central Bank of India offers the following major Trade Finance Services.

The Scope of work is to Supply, Install, Implement, Customize, Integrate, Maintain and Support EDPMS and IDPMS Solution as detailed under Annexure XII and elsewhere in the document.

Bank reserves the right to extend EDPMS & IDPMS services to Bank's sponsored Regional Rural Banks (RRB), subsidiaries/associates with same terms and conditions. The bidder to factor-in enterprise wide application licensing. Only new customization and implementation charges would be discussed if bank decides to deploy the same to its 3 RRB's subsidiaries/associates or other offices.

The Bidder has to carry out following activities a part of successful implementation of the proposed solution:

Integration with CBS, Trade Finance Software FX24, application for seamless data transfer on STP (Straight Through Processing)

Integration with Bank's existing SDR (Single Data Repository) and EFRMS for outbound data sharing.

Integration with Bank's existing Biometric solution for second factor Authentication, SIEM solution for real time log capturing and Active Directory for secured LDAP authentication

The bids should inter alia cover the support structure available for the Administrators, Bank users as well as Bank's clients. A brief write up to be included with regard to how the bidder proposes to address the training needs at multiple levels within the Bank. Offer to participating in Client education would be a welcome feature as that would help the Bank in initial customer acquisition phase for the front end solution. The bids should inter alia cover the cost of such training needs as well as the time period for which they would be made available.

Finally selected bidder based on this RFP terms and conditions should supply, install and commission a comprehensive EDPMS/ IDPMS solution. It should be implemented at all branches as decided by the Bank.

The solution offered should be web based, 'Three Tier Architecture', open platform and support data transfer and consolidation both from the networked and standalone system. The process should be automated with facility to schedule transfer

of data. The solution should be scalable and capable to handle increased volumes. It must support both centralized and hybrid deployment.

Use of Oracle as RDBMS is mandatory as Bank has procured ORACLE ULA. Since bank has procured ORACLE ULA, the required number of licenses will be provided by Bank. However vender has to mention the number of licenses for the project and will be responsible for installation & maintenance during the project period. The Bidder will have to provide the necessary interface to all the applications as required. Details of hardware required to host this would be provided by the bidder. Bidder has to quote the number of licenses required. Oracle License cost should not be factored anywhere in the commercial proposal. The number of licenses required for all the applications should be clearly mentioned. The License for the solution to be Enterprise wide perpetual level for all the modules/system offered without any constraint on the number branches / customer or users for the Bank's operation.

The complete list of Bank's existing applications is detailed later in **ANNEXURE 16: List of Existing Applications of this document.**

By means of diagrammatic / pictorial representations, the Bidder should provide complete details of the hardware required for the application, software and network architecture of Automation Software / Middleware for liquidation of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS) Entries solution, including source / method of data capture and transfer, validation, updations and database maintenance for networked and non-networked branches. The proposed solution should cover all the existing branches/units/administrative offices as decided by the Bank and have the capability to scale up for meeting future requirements.

Details of Technical and Functional I Requirements provided in **PART-V** of this document.

The names of the branches of the Bank are available on the Bank's website.

The Bidder should provide other necessary software required for the successful implementation of the proposed solution including DR site of equal capacity as live including data replication requirements (at the end of day) along with data replication solution and provide complete UAT environment. Network security is available at the Bank end however Bidder has to ensure all related security controls under the scope of RFP. The Penetration testing will be done by Bank. The Bidder has to ensure that vulnerabilities at application level in case of any breach shall be handled by the offered application software.

Provision, implementation and maintenance of the replication link between DC & DR is out of scope of the SI (System Integrator). Synchronizing between the servers at two locations is part of RFP. Bank does not have any software. Bidder has to arrange the same for synchronization of both DC, DR and near site.

Bank is looking for 100% replica of DC at DR. However, the Test, Development & UAT will be at DC only. Bidder should configure separate physical server for Database though Web Server & Application Server if required may be on one physical server. The

proposed solution should meet all the SLA requirements as per RFP document. Bidder has to configure separate physical Server for Database.

The bidder should propose the infrastructure which meets the SLA requirements of the RFP.

The Database size of existing Trade Finance is 753 GB. The Bidder has to clearly mention the storage requirement for the proposed application. However, it is the responsibility of the bidder to ensure that the utilization of the offered infrastructure in terms of Hard disk utilization should not exceed 60% of its capacity. If the offered data size increases beyond 60%, during the contract period. Details of the data utilization to be notified to the bank on regular basis invariably. The Bidder may propose a SAN (Storage Area Network) to meet the requirements... Within DC and DR Bidder to ensure no single point of failure.

The Bidder should specify the hardware requirement taking into consideration of efficiency level, response time data processing requirement, number of users, and all other parameters to ensure that the efficiency of software system is not affected because of hardware. Bidder is to provide details of Network and security requirements, switches, routers etc. for DR and DC site. The Bidder will certify that the hardware specified is adequate for meeting performance standards set by the Bank.

The Bidder must ensure that software supplied should not reach 'End-of- Sale' or 'End-of-Support' as mandated by the respective OEM within Five years from date of initial successful commissioning of system.

The Bidder has to provide all related tools under the scope of RFP. Bidder can propose Open source Software with complete support. If closed source software is proposed, bidder has to provide justification for exclusion of open source software. The Bidder can provide either Closed or open source. But the reasons for not providing open source are to be mentioned.

Bank is using EMS (CA) tool for performance monitoring and asset inventory which can be utilized. However the Bidder needs to coordinate with Banks EMS team for installation and configuration. Bank is using Service desk for Ticket raising which can be extended.

Primary Site is at Navi Mumbai and Secondary site is at Hyderabad. The testing and development environment will be at Bank's premises at Data Centre Belapur, Navi Mumbai. Bank's Primary and Secondary sites are TIER 3 compliant.

The Bank proposes that system should have single sign-on capabilities which need to be integrated, which should be factored in TCO. Bank does not have any single sign on solution at present. The Bidder has to ensure that the users are able to login to the proposed applications using the existing Core Banking credentials. The application proposed solution should have capability to integrate with LDAP/ Active Directory.

Test environment may be logical replica of production environment and bidder to ensure that all conditions of the solution are tested. The test environment may be in a separate server in DC. The application software version of the production and test should be in

sync.

Total implementation time period for the project is 3 months from the date of signing the SLA / agreements. Bidder will have to complete project implementation including sample roll-out, training and documentation till production migration within 3 months. The timelines of 3 months is for all the components required in RFP. Bank will deploy adequate number of resources for doing the UAT and will ensure that there is no delay in UAT response.

Bidder will have to give a detailed project plan divided into activities with dependency and those which can be done in parallel. Implementation period of 3 months will be counted from the date of signing of the agreement with the bidder.

Final sign-off will be given by Integrated Treasury Branch team only after successful implementation of the project at Bank wide level i.e. at all the designated branches.

4.2 MIGRATION FROM EXISTING APPLICATIONS – SCOPE OF WORK

Data migration from Trade system/s should be the sole responsibility of the bidder. No manual data entry of master and transaction records should be done by the users. Information not available in the existing software should be uploaded in the new application.

4.3 DOCUMENTATION

This includes Technical & Functional manuals for proposed solution.

- a) Solution Architecture Overview, Logical & Physical Database Design, System Interfaces **design, Development Tools, Development Platform, , delivery Platform.**
- b) System configuration / set up parameters documentation.
- c) System Administration Manual.
- d) Module-wise User and Administrator's manual.
- e) Documentation for Master data set up.
- f) Test cases for User Acceptance Testing (UAT).
- g) Customization details along with Full Process Flow.
- h) System Performance Benchmarks (response times, etc.)

- i) Any changes due to "Non Compliance" observed during UAT must be incorporated in Base Documents.
- j) Reference material shall be provided before Training & User Acceptance Testing.

4.4 IMPLEMENTATIONS & CUSTOMISATIONS

- a) The Bidder should implement an enterprise version of Automation Software / Middleware and demonstrate their capability (at least one on-site demonstration). The proposed solutions have to be demonstrated to the bank's team at one site where the same have been already implemented.
- b) The Bidder is to give an undertaking **ANNEXURE - 21** to implement the solution at any location / branch identified by Bank. Though it is a centralized deployment, the number of branches who will be using the proposed applications initially will be decided by the bank and there should be scope for extending the solutions to more number of branches (Which will be decided by the bank in future) without any additional licensing or other costs to the bank.
- c) Pre-deployment study and gap analysis. Customization in Automation Software / Middleware for liquidation of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS) Entries as per the required functionality mentioned in RFP. Any changes required or suggested by Regulator, Bank's Internal /External Audit and compliance with Bank's policies must be strictly complied by the vendor at their own cost.
- d) All data migration (as and when required) from the existing systems will be done, as a part of implementation, by the bidder. This includes extraction and transformation of data from legacy to the upload format of the proposed solution.
- e) Support required for, software, application and Facility Management support will be back-ended by the respective OEM and proof for the same should be submitted to the Bank.
- f) Integration with Systems.
- g) Support for UAT.
- h) Provide support for Go Live.
- i) Perform Stress/Load Testing and Performance Tuning on Automation Software / Middleware for liquidation of Export Data Processing and Monitoring System

(EDPMS) & Import Data Processing and Monitoring System (IDPMS) Entries application and database.

- j) Bank will facilitate the knowledge transfer process (for existing systems both application). Any cost for the same needs to be borne by successful bidder.
- k) The bidder should have a well-documented BCP (Business Continuity Plan) and DRP (Disaster Recovery Plan) with all security and control practices.

4.5 FACILITIES MANAGEMENT SERVICES (FMS) AND HELP DESK

The Bidder is required to provide Helpdesk & Facility Management services on site till the end the project period/contract period primarily at Core Banking Department, CBD Belapur, Navi Mumbai with support at Secondary Site at Hyderabad on need basis. The bidder is required to indicate the resource requirements for FMS in the Bill of Material.. FMS service Onsite support should consist of two Level 1 and two Level 2, Level 1 should have a minimum experience of 2 years. Level 2 should have a minimum experience of 3 years.

4.5.1 Facilities Management: Facilities Management would include support on Bank's location for, application software, provided by the Bidder with complete detail like number of resources required (post implementation) with their No. of years' experience etc. and be mentioned in Bill of Material. Facility Management services should be provided for entire project duration. Support personnel should be technically qualified and experienced in the same field / application. Facilities Management services should include Daily maintenance and DBA activities. Onsite support during bank's working hour on all business days excluding Sunday / Holidays with exception as per Bank's requirement / exigencies from time to time. The normal business hours will be Monday – Saturday - 0900Hrs. to 2000 Hours and it can be extended in case of exigencies.

All application support (Post implementation) would be covered under Facility Management. Bank is currently using EMS Event Management System (CA) tool for performance monitoring and asset inventory which can be utilized. However, the Bidder needs to coordinate with Banks EMS team for Installation and configuration. Bank is using Service desk for Ticket raising which can be extended. The facility management will be from the date of go live till the expiry of the contract.

4.5.2 Helpdesk: Helpdesk refers to availability of resources to record and respond to events and incidents related to the application, hardware / software implemented as per the scope of this RFP. Bank will provide required basic infrastructure such as furniture, Desktops, Internet, Telephone lines etc. at Core Banking Department, CBD Belapur, Navi Mumbai.

4.6 INTEGRATIONS OF EXISTING SYSTEM

All integrations, developments (with understanding of existing Trade Finance Solution FX24 and Core Banking Solution TCS B@ncs24) and other application system running in the Bank will be the responsibility of the bidder. In addition, understanding / integration of ALL the existing source systems as mentioned in ANNEXURE- 16 for which cost if any, charged by any OEM / SI of these systems for understanding of the system will be borne by the bidder and will be part of offered TCO. No charges will be borne by the Bank for this activity. Any integration effort at the Bidder application level should be in scope of the Bidder.

4.7 ESCROW ARRANGEMENT

The bidder should either provide the source code itself with necessary documentation or arrange to keep it under escrow arrangement on mutually agreed terms & conditions. The escrow agreement cost or fees to be paid to escrow agent will be borne by the bidder. The bidder should also arrange for taking backup on daily (incremental backup) and weekly (full backup) basis. Bank will not bear any cost towards Escrow agreement.

4.8 BIDDERS OBLIGATIONS:

- a) The Bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- b) The Bidder will treat all data and information about the Bank, obtained in the execution of his responsibilities as confidential and will not reveal such information to any other party without the prior written approval of the Bank.

4.9 INFORMATION SECURITY

System should have standard input, communication, processing, output validations and controls. System hardening should be done by bidder. Access controls at DB, OS, and Application levels should be ensured.

Bidder should comply with the Information Security Policy of the Bank. The Product offered should comply with regulators and other governing agencies (viz. RBI, FEMA etc.) guidelines. The bidder shall disclose security breaches, if any, to the Bank, without any delay.

4.10 INVITATION FOR BIDS

CENTRAL BANK OF INDIA invites Request for Proposal (RFP) for Supply, Install, Implement, Customize, Integrate, Maintain and Support of Automation Software / Middleware for liquidation of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS) Entries. The

broad scope of the project envisages installation, customization, configuration, parameterization, implementation, validation of models and processes & maintenance of application software, system software, database, and interfaces etc. primary and disaster recovery data centers of the Bank, with training to Bank's designated personnel.

Bidder should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than the date as specified in this RFP. The responses to the queries will be put on the website after committee's approval.

The Bidders will, by responding to the Bank's RFP document, be deemed to have accepted all the terms as stated in this RFP document.

4.11 REVERSE TRANSITION MECHANISM

Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The Bidder should perform a reverse transition mechanism to Bank or its selected Bidder. The reverse transition mechanism would be over a period of 6 months post the completion of the 90-day notice period to facilitate an orderly transfer of services to Bank or to an alternative 3rd party / Bidder nominated by Bank. Where Bank elects to transfer the responsibility for service delivery to a number of Bidders Bank will nominate a System Integrator who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services. The reverse transition services to be provided by the Bidder shall include the following:

- The Bidder shall suitably and adequately train Bank's or its designated team for fully and effectively manning, operating and maintaining the Security Operations Center Solution.
- Bidder shall provide adequate documentation thereof.
- The Bidder shall jointly manage the solution with Bank or designated team for a reasonable period of time
- The Bidder shall assist Bank in migration of the Solution to another, if desired by Bank.

Knowledge transfer: The bidder shall provide such necessary information, documentation to Bank or its designee, for the effective management and maintenance of the Deliverables under this Contract. Supplier shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required supporting the Services. Such documentation will be subject to the limitations imposed by Supplier's Intellectual Property Rights of this Contract.

Warranties: All the warranties held by or in the name of the Supplier shall be assigned or transferred as-is, in the name of Bank. The Supplier shall execute any and all such documents as may be necessary in this regard. The parties shall return confidential information and will sign off and acknowledge the return of such confidential information. The Supplier shall provide all other services as may be agreed by the parties in connection with the reverse transition services. The Supplier recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the Supplier agrees to

provide all assistance and services required for fully and effectively transitioning the services provided by the Supplier under the scope, upon termination or expiration thereof, for any reason whatsoever. The cost for reverse transition if any should be part of the commercial offer during which the existing Supplier would transfer all knowledge, knowhow and other things necessary for Bank or new Supplier to take over and continue to manage the services. The bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation or exit of the parties. Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration. The process of appointment of arbitrators shall be same as mentioned under clause 6.23- resolution OF DISPUTES. Bank and the Supplier shall together prepare the Reverse Transition Plan. However, Bank shall have the sole decision to ascertain whether such Plan has been complied with. The Supplier agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to Bank or its selected Suppliers as would be required.

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

4.11 AUDITING

Bank may conduct audit of Applications/ Central Setup/ data center (Primary Site & Secondary Site) hosting the Application by its third party vendors/IS Auditor. Also, the application could be audited by regulatory body viz. RBI/ Any other statutory body from time to time. Bidder has to close all gaps identified by auditors in specified time at no extra cost to the Bank. Also, Bidder has to provide all upgrades and fixes without any additional cost to the Bank.

Bidder shall audit their solution software(s) on yearly basis during the contract period & ensure that the Application software(s) including third party software (if any) is/are bug free. The bidder is required to submit the certificate to the Bank annually in this respect, without any additional cost to the Bank.

4.12 ORDER CANCELLATION

- 4.12.1 The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone.
- 4.12.2 Delay in implementation of services as specified in the scope of this document beyond the specified period.
- 4.12.3 Serious discrepancy in the quality of service / hardware / software expected during the implementation, rollout and subsequent maintenance process.
- 4.12.4 In the case of any violation of the terms of the RFP, Contract, Secrecy or persistent default in complying with the terms of Service Agreement.
- 4.12.5 At any stage, any representation or particulars furnished by bidder are found to be incorrect or false.
- 4.12.6 In case the bidder changes its constitution or amalgamates or merges with any other entity without the prior intimation to the Bank or such change being unacceptable to the Bank.
- 4.12.7 In case any major shareholder or stakeholder is found to have been engaged in activities which are criminal in nature in his own country or any proceedings for declaring him as insolvent for winding up are pending or initiated.
- 4.12.8 The Bank's decision on the matter will be final and binding on the bidder. However the Bank shall provide a notice the bidder in case of any breach/non-performance with cure period of 30 days to rectify to breach.
- 4.12.9 The bidder would also be required to compensate the Bank for any direct loss incurred by the Bank due to the cancellation of the contract and any additional expenditure to be incurred by the Bank to appoint any other bidder. This is after repaying the original amount paid.
- 4.12.10 Upon cancellation of contract/completion of period of service, bidder should handover the peaceful legal possession of all the services provided as per scope of the contract along with the licenses therewith & obtains discharge from the Bank. Bank also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services.
- 4.12.11 In case of any security breach/cyber-attack, all financial & reputational losses to Bank due to such occurrence will be borne by the Bidder.

PART - V

TECHNICAL & FUNCTIONAL REQUIREMENTS:

Scope of work for EDPMS/ IDPMS Solution

A. Technical Requirements

Point to point conformity of the technical specifications as against the required Technical specifications. Mark will be awarded on the following basis:

A– The feature is available

U - The feature is required without additional cost before GO LIVE

Unit	Response	Marks
“A”	the feature is available	1
“U”	the feature is required without additional cost before GO LIVE	0

Each item is assigned total of 1 mark. While scoring the scales namely A, U as above shall be assigned 1 mark and 0 mark respectively. The bidder should score at least 36 marks in the Technical Bid out of total marks of 48 to qualify to participate in commercial bid. Compliance should be submitted as per each and every line item mentioned in the below bidder response table for technical requirement.

The marks allotted to the responses of the bidder after validation by the Bank's team in technical requirement score will be calculated as under: Please note that score will be rounded off to nearest whole number.

For Technical requirement:

$$\frac{\text{Total marks obtained in each category}}{\text{Maximum possible marks (i.e 48)}} \times 20$$

Example: if total mark obtained is 40 for technical requirement then score will be $\frac{40 \times 20}{48} = 17$

Prospective bidders are required to submit their response against each requirement as follows in the column “Bidder Response”:

Line items	Sl. No.	Particulars	Bidder's Response (A / U)
	1.	Integration Application Requirements	
1	1.1	Ability to integrate to support online, real time and batch operation	
2	1.2	Integrator's support for scheduling and defining of jobs	
3	1.3	Application should handle automatic switchover in cluster environment	
4	1.4	System should provide single sign on facility for branch users. The	

		users should be able to access the proposed solution using their Core Banking user credentials	
5	1.5	The proposed web based solution should be compatible with Internet explorer 11/ Microsoft Edge Latest Version and above as the existing Core Banking application is working on Internet explorer 11/ Microsoft Edge Latest Version	
	2.	Database requirements	
6	2.1	Ability to Patch management / up gradation of database	
7	2.2	Ability to support online replication	
8	3.	Ability to implement SANs for data storage in the architecture	
	4.	Backup & Recovery	
9	4.1	The backup success rate should be 99.8% at all times for EDPMS/IDPMS Automation Solution	
10	4.2	Should support on-line replication to backup site Should be capable of automating the backup processes for all the applications / databases in Primary and Disaster Recovery sites	
	5.	General IT related Requirements	
11	5.1	Day/month/quarter end/half year end/year begins and end process should be menu driven. audit trail of the same should be maintained	
12	5.2	System should tracking of the client's IP and Network interface address	
13	5.3	Export of reports and inquiries into different formats like Excel, CSV	
14	5.4	Application Should be Web Based only	
15	5.5	The solution should have the capability to retrieve the data for the purpose of processing.	
16	5.6	The solution should provide user defined backup/retrievals (Automated/ Scheduled/Manual).	
17	5.7	The details of support for Backup/Retrieval of database and applications shall be furnished.	
18	5.8	Type of import and export capabilities available for creating customized data feeds.	
19	5.09	Day/month/quarter end/half year end/year begins and end Reports should be defined and printed/generated immediately as per user request.	
20	5.10	Database link should be provided to Bank's SDR/AML/Ad-hoc project to enable them to generate the reports in Bank's formats without any additional cost.	
21	5.11	Data migration from existing Trade system/s should be the sole responsibility of the new bidder. No manual data entry of master and transaction records should be done by the users. Information not available in the existing software should be uploaded in the new application.	
22	5.12	System should be capable of generating adhoc reports required to submitted statutory audit/regulators /International Division.	

	6	Other Technical Requirements	
23	6.1	Solution is platform agnostic – not dependent on a particular hardware setup	
24	6.2	Solution is capable of being interfaced with any existing or future back office system / CBS system of the Bank.	
25	6.3	Solution is capable of being interfaced with multiple back offices simultaneously.	
26	6.4	Solution is capable of multi-entity, multi-country, multi-currency, multi- language implementation with a single instance.	
27	6.5	Solution is capable and being offered in such a manner that includes installation either as a single instance or multi-instance depending on Bank's requirements.	
28	6.6	Supports a secure email communication working in sync with Bank's mail servers.	
29	6.7	Supports multi-level authentication mode such as LDAP, SSO, User level password etc.	
30	6.8	Robust confidentiality and security features to protect information flow between the bank and the corporate users	
31	6.9	Supports real time replication of data from production site to DR site and permit manual and automatic shift of the application to the DR site	
32	6.10	Application supports session timeout	
33	6.11	Application supports periodic activity report covering security event and application usage	
34	6.12	Option to control system access available through application	
35	6.13	Application supports database and OS level clustering	
36	6.14	Data dictionary be provided to the bank without any additional cost.	
37	6.15	The solution should be fully integrated with Core Banking solutions of the bank	
38	6.16	The solution should be fully interfaced with Trade Finance / Treasury application of the bank	
39	6.17	The system should support Export & import of data from MS-Excel.	
40	6.18	The system should have flat file export functionality to export transaction data and static data in the following formats: Comma separated values (.csv), Microsoft Excel Format (.xls)	
41	6.19	Data migration from existing system: The entire data from the existing system should be migrated to the new system	
42	6.20	Password maintenance should adhere to the information security policy of the bank. Forced password change should be available.	
43	6.21	Log should be available for all transactions.	
44	6.22	System to allow multiple communication delivery channels/ modes such as e-mail and in formats such as MS Excel etc. based on events for both clients and non-clients.	
45	6.23	Solution supports audit trails at all levels for both Bank as well	

		as Corporate users with easy to use storage, retrieval, display and print of audit logs based on various parameters.	
46	6.24	System should be integrated with active directory for user login	
47	6.25	System should have biometric authentications for users	
48	6.26	Replica of the database should be made available for MIS purpose on daily basis	

B. Functional Requirements

Some of the objective of this project is for centralizing Forex operations:

- All Forex transactions/operations take place at one place on behalf all the branches.
- System should allow user right to work at any branch/branch code
- Timely modifications/updating of various rules/guidelines/regulations/external guidelines/Foreign Trade Policy/ charges etc., issued by various authorities viz. MoF, DGFT, RBI, FEDAI, ECGC, MoC, MHA etc.,
- All Internal guidelines/charges to be updated seamlessly and timely.
- Systemized reporting to various authorities/regulators.
- The above objectives are indicative not elaborative.

Prospective bidders are required to submit their response against every functionality, mentioned here under (from Part 1 to Part 3) in the column “Bidder Response” as follows:

RA– If the functionality is readily available in their solution

CU - The functionality to be customized without additional cost before GO LIVE

Point to point conformity of the **Functional Requirements to be marked against each line item.**

Mark will be awarded on the following basis

Unit	Response	Marks
RA	If the functionality is readily available in their solution	1
CU	The functionality to be customized without additional cost before GO LIVE	0

Each item is assigned total of 1 mark. While scoring the scales namely RA, CU as above shall be assigned 1 mark and 0 mark respectively. The bidder should score at least 118 marks in the Functional Bid out of total marks of 157 to qualify to participate in commercial bid. Compliance should be submitted as per each and every line item mentioned in the below bidder response table for functional requirement.

The marks allotted to the responses of the bidder after validation by the Bank's team in Functional requirement score will be calculated as under: Please note that score will be rounded off to nearest whole number.

For Functional requirement:

$$\frac{\text{Total marks obtained in each category}}{\text{Maximum possible marks (i.e 157)}} \times 40$$

Example: if total mark obtained is 400 for functional requirement then score will be

$$\frac{125}{157} \times 40 = 32$$

(Note: Filling of the information using terms other than RA/CU such as "OK", "Accepted", "Noted", "Compliance" etc. will be treated as noncompliance and no marks will be allotted for such responses during technical evaluation.

Technical and Functional Specifications			
S.No.	Description	Compliance Column (Yes/ No)	Deviation, if any
1	EDPMS		
	Deliverables:		
1.1	The deliverables of the system to be implemented by the vendor will cover but not be limited to the following:-		
1.1.1	A web based system / interface to process export data received from RBI EDPMS & Trade Finance Module / Core Banking Solution conforming to the Technical and Functional requirement as given in Technical and Functional Specifications of this document.		
1.1.2	Outbound interfacing solution to send export data to RBI EDPMS in RBI stipulated format. (downloading/uploading) (e.g. IRM generation/creation, MDF file, ROD, PRN, PEN, AD Code transfer, IRM closure, IRM extension, write off, reimport, Doe, IRM notification, efirc issuance, FIRC Closure, reimport, merchanting trade, set off, etc)		
1.1.3	Support for clearance of all pending shipping bills from the date of inception of EDPMS i.e. 28-02-2014.		
1.1.4	Option to raise Inward Remittance Adjustment / Closure where there are needs to Close the Inward Remittance (IRM closure/cancellation against shipping bills or without shipping bill—e.g. wrongly generated IRM closure, etc.)		
1.1.5	Option to handle export bill Write-off, reimport, merchanting trade, set off etc.		
1.1.6	Option for Automated Payment Extension/shipping bill/IRM extension for the bills settled after RBI timelines against settlement.		
1.1.7	Missing shipping bills - An option should be made available to punch missing shipping bill details for generation of xml file to upload in EDPMS portal (mdf file will be downloaded from RBI portal) so that Shipping bills are made available in existing trade finance system for lodgement.		
1.1.8	Option to handle XOS reported bills up to December 2015 and closure of the same to RBI portal.		
1.1.9	Option to interface with multiple systems for IRM and Bill Realization reporting.		

1.1.10	Option to generate all the reports in (excel, pdf, csv, txt, doc etc.) as per RBI EDPMS portal to enable various users at all level and also to notify exporters by mail on Bill Submission, Bill realization, Receipt of Inward Remittances, open bills, pending for payment bills, unutilized inward remittances, IRM expired, Bills under Caution Lists, Merchant trade bills reports, Reimport, write-off DoE report, EBRC report, xos, RO, ZO , Branch wise all Outstanding report and Number, amount wise, period wise reports etc. Multiple period wise filter to be provided for generating various period reports generation. All failed files during period to be available in reports in EDPMS/IDPMS		
1.1.11	Option to generate eBRC in xml format based on dgft guidelines for part or full realization of export bills (including deemed exports).		
1.1.12	System should support to enter the details of shipping bills (ROD/PRN) same as EDPMS portal for reconciliation of shipping bill against IRM or the case may be.		
1.1.13	Reconciliation between RBI and Bank System for all available data points across export processes.		
1.1.14	Interface with the bank's existing Trade Finance system		
1.2	Functional Requirement:		
1.2.1	The proposed system will enable the Bank to manage Export Data flow from RBI's EDPMS system.(MDF files, etc.)		
1.2.2	The proposed system will be used as a master system for Export data.		
1.2.3	The proposed system should have the following features/functionalities:-		
I.	Facility for File Format and database level interfacing (as per RBI's / Bank's requirements / format) with Trade Finance Module / Core Banking Solution or higher Versions/RBI's EDPMS portal for: - Exchange Rate Master - Bill Lodgement (system should support to lodge multiple shipping bills/multiple invoices) - IRM Notification - IRM Extension - IRM Closure - IRM generation/Creation - Payment Realization (system should support to realize multiple bills/invoices against multiple IRMS and vice versa) - Payment Extension - Payment Write off - AD Transfer - FIRC Notification,(E-FIRC issuance) - Other Bank's unutilised FIRC report		

	m. Enforcement Directorate reporting/caution listing option for shipping bill/IRM n. System should support to close the shipping bills against efircs issued by other bank. o. There must an option to bulk upload all the files (e.g. IRM/IRM creation, MDF file, IRM closure, ROD, PRN, PEN, AD Code transfer, IRM extension, write off, reimport, Doe, IRM notification, efirc issuance, Firc Closure, reimport, merchanting trade, set off, missing shipping bills etc.) and support to xml generation as per EDPMS portal requirements. p. All the functions/menus available in EDPMS portal must be available in the module and xml files also should be generated as required by RBI portal. q. Users should have access to all old data processed through the middleware anytime whenever needed. (including all reports or xml generation of all files for a particular date/range of dates) r. IRM Closure/ IRM generation/Creation s. Payment Realization t. Payment Extension u. Payment Write off v. AD Transfer w. FIRC Notification x. Other Bank's unutilised FIRC report		
II	Facility to manually capture details (as per RBI / Bank's requirements / format) for: a. Exchange Rate Master b. Bill Lodgement c. IRM Notification d. IRM Extension e. IRM Closure f. Payment Realization g. Payment Extension h. Payment Write off i. AD Transfer j. FIRC Notification k. Other Bank's unutilised FIRC report		
III	Facility for reconciliation between Trade Finance Module / Core Banking Solution/higher version CBS/TF and RBI's EDPMS system.		
IV	Facility for Payment/Write-off Split-up at invoice level (FIFO and Split).		

	Facility to generate automated scheduled banks response & XML files for various RBI Reporting requirements: a. AD Transfer b. Bill Lodgement c. IRM Notification/IRM generation/Creation d. IRM Extension e. IRM Closure f. Payment Realization g. Payment Extension h. Payment Write off i. FIRC Notification j. Other Bank's unutilised FIRC report		
1.2.4	Option to notify exporters by mail on Bill submission, Bill settlement and unutilized inward remittances		
1.2.5	To manage Export Data flow from RBI's EDPMS system		
1.2.6	Facility to manage different User Types (bank User, Nodal/Regional User, Branch User) to maintain data integrity		
1.2.7	RBI Reporting as mentioned in "Broad Scope of Work"		
2	IDPMS		
2.1	Deliverables:		
2.1.1	Outbound interfacing solution to send import data to RBI IDPMS in RBI stipulated format.		
2.1.2	Interface to process import data received from RBI.		
2.1.3	Interface with the bank's existing Trade Processing system reconciliation between RBI and Bank System for all available data points across Import processes.		
2.1.4	Outbound interfacing solution to generate the Import XML files required by RBI system with RBI stipulated format and functionalities.		
2.1.5	Support for clearance of all Bill of Entries/Outward Remittances from the date of inception of IDPMS i.e. 01-04-2016.		
2.2	Functional Requirements:		
2.2.1	Option to map outward remittance with Import bill/Bill of entry and manage the ORM utilization and other RBI validation in software.		
2.2.2	Solution for reporting Full/Part payment realization at invoice level (multiple invoice) without changing the existing trade system processes.		
2.2.3	Interface to process import data received from RBI.		
2.2.4	Interface with the bank's existing Trade Finance system reconciliation between RBI and Bank System for all available data points across Import processes (Bill of Entry Lodgement, Outward Remittances, Bill of Entry Settlement		

	etc.)		
2.2.5	Outbound interfacing solution to generate the import XML files required by RBI IDPMS system with RBI stipulated format and functionalities.		
2.2.6	Option to map Outward remittance with import bill and manage the ORM utilization and other RBI defined validation between ORM and Bill of Entry in software.		
2.2.7	Option to handle other bank Bill of entry settlement against bank's Outward Remittances.		
2.2.8	Option to process bill of entry settlement at Bill/Bill of Entry Level as well as invoice level. (Multiple BOE/Multiple invoice).		
2.2.9	Solution for process Full/Part bill of entry payment realization at invoice level without changing the existing trade system processes.		
2.2.10	Option to raise Outward Remittance Adjustment / Closure where there are needs to close the Outward Remittance without realization it against Bill of Entry. (orm closure)		
2.2.11	Option to handle Bill of Entry Write-off and Adjustment within system. (BOE closure)		
2.2.12	Option to handle Bill of Entries which are not supported in Existing Trade finance system.		
2.2.13	Option for Automated Payment Extension for the bill of entry settled after RBI timelines against settlement.		
2.2.14	Option for bulk search/process missing Bill of Entry available at bank but is not provided by RBI system to bank. There are many cases where bank needs to do bill of entry settlement for other bank bill. Missing Bill of entry- An option should be made available to punch missing Bill of entries details for generation of xml file to upload in EDPMS portal so that BOEs are made available in existing trade finance system for lodgement.)		
2.2.15	Option to interface with multiple systems (TF modules) for Outward Remittance and Bill of Entry Realization reporting.		
2.2.16	Option to generate all the reports as per RBI IDPMS portal to enable various users at all levels and also to notify importers by mail on submission of Bill of Entry for all outward payments.		
2.2.17	Option to notify by mail Importer for Bill of Entry Submission, Bill of Entry settlement and unutilized outward remittances.		
2.2.18	Option to manage auto AD Transfer cases. (Missing BOE)		

2.2.19	The proposed system will enable the Bank to manage Import Data flow from RBI IDPMS system.		
2.2.20	The proposed system will be used as a master system for Import data.		
2.2.21	Bill of Entry Details from RBI (online ports) I. RBI IDPMS system will share the bill of entry details to bank for all the online ports. II. Bill of Entry to the banks will be shared based on AD Code declared in document. III. AD Code declaration in Bill of Entry document will be made mandatory during declaration. IV. Data file format for sharing the Bill of Entry details will be XML. V. A Bill of Entry will be identified unique based on following fields. a. Bill of Entry Number b. Bill of Entry Date c. Port of Discharge VI. Amendment and Cancellation of Bill of Entry can be performed by agencies on Bill of Entry details which will have two level of information: a. Bill of Entry Level b. Invoice Level VII. A Bill of Entry can have multiple invoices associated, a unique invoice within bill of entry will be identified based on Invoice Number		

2.2.22	Bill of Entry Details from RBI (Manual Ports) I. For Manual Ports currently import agencies do not have any system to share data with RBI. II. Banks / AD's needs to report the Bill of Entry details to RBI for the bills issued by manual ports. III. Format for bank sharing manual port bill of entry data will be same as import agency format for data uniformity. IV. RBI will share the list of manual ports against which bank needs to share the Bill of Entry details. V. Data file format for sharing the Bill of Entry details will be XML. VI. A Bill of Entry will be identified unique based on following fields: - Bill of Entry Number - Bill of Entry Date - Port of Discharge VII. Amendment and Cancellation of Bill of Entry can be performed by banks on Bill of Entry details which will have two level of information: - Bill of Entry Level - Invoice Level VIII. A Bill of Entry can have multiple invoices associated; a unique invoice within Bill of entry will be identified based on Invoice Number.		
2.2.23	Outward Remittance Reporting: I. Bank needs to report all the Outward Remittances against Import to IDPMS system. II. Outward remittance needs to be reported for Advance against import as well as Payment against bill of entry. III. Unique Outward Remittance will be identified uniquely based on following fields. a) Outward Reference Number b) AD Code IV. Bank need to report the outward remittances for other bank bill settlement too. V. System will maintain the utilized and unutilized amount against Outward Remittance based on Bill of Entry settlement details. VI. Bill of Entry settlement details needs to include Outward Reference Details; system will map the bill of entry settlement details against outward reference. VII. Outward remittance is mandatory to settle any bill of entry document. VIII. System will allow banks to view the outward remittance details across bank based on few input parameters.		

2.2.24	Bill of Entry Settlement Reporting: I. System should support to report bill of entry settlement against pre-reported outward remittances. II. System should support to link the outward remittances against bill of entry (BOE settlement) III. System to support Multiple Outward Remittances to be utilized to settle/close bill of entry. IV. If Bill of entry is settled across the declared AD Code / Bank then the payment reported against bill of entry settlement needs to be approved by declared AD Code / Bank. V. A Bill of Entry settlement will be uniquely identified based on following fields: - Bill of Entry Number - Bill of Entry Date - Port of Discharge - Outward Reference Number - ORM AD Code - Payment sequence VI. Payments of Bill of Entry should be reported at Invoice Level. VII. Bank with declared / transferred AD Codes will be responsible for Bill of Entry Settlement/Closure.		
2.2.25	Outward Remittance Extension I. Any Outward Remittances which is not utilized fully within the pre-defined timeline issued by RBI needs to be extended for further use. II. Outward Remittance can be used further only after proper extension of outward remittance. III. Extension can be provided by AD Banks/ RBI as per RBI predefined policies. IV. Extension will be provided at Outward Remittance Level. V. Outward Remittance can be extended multiple times for proper reasons.		
2.2.26	Bill of Entry Extension: System should support for BOE extension for following cases/criteria. I. System should support extension of BOE which is not settled within the pre-defined timeline issued by RBI for settlement /adjustment. II. Extension will be provided at Bill of Entry Level. III. System should be able to extend Bill of Entry at multiple times for proper reasons.		

2.2.27	Adjustment/Closure of Outward Remittances: I. System should be able to close outward remittance once it is fully utilized against bill of entry settlement. II. System should be able to close Outward Remittance (ORM closure), if it is utilized against any non-import related expense. All the options must be available as reason for ORM closure as available in IDPMS portal. III. System should allow the Adjustment of ORM multiple times, however adjustment amount should not exceed the total unutilized amount available against Outward Remittance. (or upto +5% of BOE amount) IV. System should Adjustment/Closure of Outward Remittance for each outward Remittance. V. Option for cancellation /reopening of any adjustment / closure of ORM/BoE should be available in the system. VI. Adjusted/closure amount against outward remittances should be marked as utilized amount against outward remittances.		
2.2.28	Adjustment/Closure of Bill of Entry: I. Any Bill of Entry that is not getting settled through outward remittance so user should be able to adjust/close the BoE (BoE closure) all the option must be available as reason for BoE closure as available in IDPMS portal. II. System to support Part/Full adjustment/closure of bill of entry. III. Bill of Entry amount marked against adjustment/closure will be mapped against Bill of Entry, only remaining amount should be used for further settlement against Outward Reference. IV. System should Adjust/close bill of entry at invoice level. V. Option to be available for searching of other Bank Bill of entry VI. Bill of entry allocation to Bank		
2.2.29	File Formats required for IDPMS:		
I	Facility for File Format and database level interfacing (as per RBI's /Bank's requirements/format) with CBS/TF/ higher versions for: a. Exchange Rate Master b. Bill of Entry Details based on declared AD Codec. Manual Bill of Entry Reporting to RBId. Outward Remittance against Import /ORM Creation, e. Bill of entry settlement against outward remittances f. Bill of Entry Extension g. Outward Import Remittance closure h. Bill of entry Closure i. Search other Bank Bill of entry j. Bill of entry allocation to Bank k. Bill of Entry Extension l. Outward Import Remittance closure m. Bill of entry Closure n. Search other Bank Bill of entry o. Bill of entry allocation to Bank		

II	Facility for File Format and database level interfacing (as per RBI/Bank's requirements/format) with RBI's IDPMS system for a. Exchange Rate Master b. Bill of Entry Details based on declared AD Code c. Manual Bill of Entry Reporting to RBI d. Outward Remittance against Import e. Bill of entry settlement against outward remittances f. Bill of Entry Extension g. Outward Import Remittance closure h. Bill of entry Closure i. Search other Bank Bill of entry j. Bill of entry allocation to Bank		
III	Facility to manually capture details (as per RBI/ Bank's requirements / format) for: a. Exchange Rate Master b. Bill of Entry Details based on declared AD Code c. Manual Bill of Entry Reporting to RBI d. Outward Remittance against Import e. Bill of entry settlement against outward remittances		
2.2.30	Facility for reconciliation between CBS/TF/ higher version CBS/TF and RBI's IDPMS system		
2.2.31	Facility for Payment/Write-off Split-up at invoice level (FIFO and Split).		
	Facility to generate automated scheduled banks response & XML files for various RBI reporting requirements: a. Exchange Rate Master b. Bill of Entry Details based on declared AD Code c. Manual Bill of Entry Reporting to RBI d. Outward Remittance against Import e. Bill of entry settlement against outward remittances f. Bill of Entry Extension g. Outward Import Remittance closure h. Bill of entry Closure i. Search other Bank Bill of entry j. Bill of entry allocation to Bank		
2.2.33	Outbound interfacing solution to generate the Export XML files required by RBI system with RBI stipulated format and functionalities		
2.2.34	Option to map inward remittance with export bill and manage the IRM utilization and other RBI validation in software		
2.2.35	Option to maintain other bank FIRC details and provide features for bank users to search and verify the other bank FIRC before export bill settlement		

3	DOE Reported Transaction for RBI IE-DPMS Reporting Facility for reporting of errant Exporters/Importers be referred to Directorate of Enforcement (DoE) and subsequently reported to RBI for further tracking. The outstanding shipping Bill/ Softex, Outstanding Inward Remittances, Outstanding Outward remittances has to be shared to RBI as per RBI format.		
3.1	Facility to report Export- Outstanding Shipping Bill / Softex to Enforcement Directorate		
3.1.1	Facility to be available where in user can search for shipping bill & Softex details based on shipping bill date or IE Code.		
3.1.2	Option to the user to search and download the data in required formats, append the additional field and subsequently upload the dataset in Web Based Software.		
3.1.3	Option to cancel the reported cases should be available.		
3.1.4	Option to provide Screen level data enrichment that user can enrich the additional field and subsequently transaction can be reported to RBI.		
3.1.5	Workflow process has to be applicable to ensure checker approves the transaction mapping for RBI Reporting.		
3.1.6	Option to report Shipping Bill / Softex in PENDING_AD_ACK status & PENDING PAYMENT Status to RBI for DOE, however once customer submits the document it has to be reported to RBI for booking and settlement		
3.1.7	Option to scheduler service, using which outstanding shipping bill / softex XML file to be generated and reported to RBI.		
3.1.8	Option to upload the ACK file back into Web Based Software for reconciliation purpose.		
3.2	Export- Outstanding Inward Remittance (DoE reporting)		
3.2.1	Facility to be available where in user can search for unutilized Inward Remittance details based on IRM date range or IE Code.		
3.2.2	Option to provide Screen level data enrichment that user can enrich the additional field and subsequently transaction can be reported to RBI.		
3.2.3	Option to cancel the reported cases should be available.		
3.2.4	Workflow process has to be applicable to ensure checker approves the transaction mapping for RBI Reporting.		

3.2.5	Option to report Inward Remittance in UNUTILIZED status for DOE, however once customer reports and IRM to DOE it has to be subsequently utilized against shipping bill / softex settlement or eFIRC issuance.		
3.2.6	Option to scheduler service, using which outstanding Inward Remittance XML file to be generated and it can be reported to RBI.		
3.2.7	Import- Outstanding Outward Remittance (DoE reporting) Facility to be available where in user can search for unutilized Outward Remittance details based on ORM date range or IE Code.		
3.3	Option to report Outward Remittance in UNUTILIZED status for DOE, however once customer reports ORM to DOE it has to be subsequently utilized against BOE settlement or ORM Adjustment.		
3.3.1	Option to scheduler service, using which outstanding Outward Remittance XML file to be generated and it can be reported to RBI.		
3.3.2	Option to upload the ACK file back into Web Based Software for reconciliation purpose.		
3.3.3	There must be an option to bulk upload all the files (e.g. ORM creation, OBE file, ORM closure, BOE Extension, Reimport, merchanting trade, set off, missing BOE, etc) and support to xml generation as per IDPMS portal requirements.		
3.3.4	All the functions/menus available in IDPMS portal must be available in the module and xml files also should be generated as required by the RBI portal.		
3.3.5	Users should have access to all old data processed through the proposed system, / middleware anytime whenever needed. (including all reports or xml generation of all files for a particular date/range of dates)		
3.3.6	System to support to provide reports for BOE linked with ORM for branches /centralized level.		

3.3.7	Option to generate all the reports in (excel, pdf, csv, txt, doc etc.) as per RBI IDPMS portal to enable various users at all level and also to notify importers by mail on outstanding customer-wise ORM, BOE, Bill Submission, BOE submission, Bill realization, Outward Remittances, pending for BOE submission. Overdue payment bills, importer under Caution Lists, Merchant trade bills reports, transactions reported under Reimport, ORM closure report, DoE report, generated to RO, ZO , Branch wise Outstanding report and Number of entry wise, amount wise, multiple period-wise reports etc.		
4	Export Data Processing and Monitoring System – Efirc Adjustment / Closure Provide facility to upload the XML file as per RBI format to notify EDPMS System about the FIRC Closure/Adjustment.		
5	Enhancement to existing BOE (.Obe & .Obb) XML Files Option to upload and accept the file format as per RBI format in existing online bill of entry and other bank bill of entry xml files.		
6	Customer Data Enhancement – CSV Format Option to upload the Customer Data Enhancement file to I-EDPMS as per RBI format.		
7	Common Specifications:		
7.1	The Selected Bidder must undertake to customize and implement the solution including integration with CBS /TF module of the Bank and RBI system as per the scope of work within the timeline mentioned in Annexure B of this tender document.		
7.2	Any problem, if occurs in course of Installation / Integration has to be settled amongst the concerned stakeholders by the selected bidder		
7.3	Generate the reports required for various internal and external Processes.		
7.4	A configurable workflow management system for Maker-Checker verifications.		
7.5	The system should provide facility for a maker checker option where data is changed outside the TF module / CBS.		
7.6	Option to generate Report on the reconciled data outside the TF module / CBS		

7.7	Should provide user manual /Job cards for end users as well as Administrator manual for system administrators.		
7.8	The solution should be web enabled, with no download of any other software required on any client machine. (i.e., to run the solution, the browser should be sufficient - an URL based solution).		
7.9	The bank seeks the Enterprise wide perpetual License at Enterprise/ Corporate level for the Branch user without any constraint. Enterprise wide license means that the bank has rights to use the Software at unlimited branches/offices without any limit on number of users.		
7.10	The proposed solution should be a centralized, integrated, uniform and standardized solution to be accessible across all B-Category and A- category branches and Head over existing intranet.		
7.11	The user interface of the solution should be simple and intuitive.		
7.12	The solution should be readily available with the bidder/Original Software Developer (OSD).		
7.13	The solution should have error and exception handling mechanism to find the exact reason for an error.		
7.14	The solution should be capable of extracting list of user ids branch wise from CBS and should also be capable of generating the password for the users for authentication.		
7.15	The bank will provide required Hardware in virtualized environment with Operating System (OS) and Database license required for running the application. However, the selected bidder must ensure configuration of OS, application & RDBMS including subsequent fine tuning.		
7.16	Detailed Dashboard showing bank and Branch performance.		
7.17	Scheduler services to manage Inbound and Outbound interfaces between bank TF module system/RBI.		
7.18	Option for User Management to configure and maintain users and their access privilege.		
7.19	Option to provide Master data set to maintain the data validations required by RBI.		
7.20	Facilitate to provide Reconciliation Reports for failed cases between RBI and Bank.		
7.21	Data correction option against user input between bank Trade Finance system and RBI.		
7.22	Option for Audit Trail Management for all user action in the system.		
7.23	It is the expectation of the Bank that the integration/interface architecture is based around industry		

	best practices.		
7.24	The interface architecture should be clearly defined. The integration architecture should include the types of interfaces supported; the standards used and should comply with Bank architecture principles.		
7.25	The Bidder will present to the Bank the interface requirements for review.		
7.26	The Bidder will ensure and incorporate all necessary security and control features within the application, operating system, database, etc. so as to maintain integrity and confidentiality of data at all times.		
7.27	The Bidder will be responsible for developing and testing the interfaces. When developing the interfaces, the Bidder should ensure the requirements of data format, frequency of data transfer, quality checks and validations before data transfer and priorities for data transfer are identified and addressed.		
7.28	The Bidder will be responsible for setting up the test environment for interface testing.		
7.29	The Bidder should provide test cases for the testing to be done by Bank. Bidder shall ensure that the test cases meet all the testing requirements of the Bank. However, Bank is free to add any number of test cases.		
7.3	The Bidder must ensure that a sound methodology is implemented to manage the interfaces.		
7.31	The Bank reserves the right to prioritize the interface building within the overall timelines of the Project.		
7.32	Configure and parameterize the system for Bank's legal entities, products, lines of businesses, processes, risk entities and any other dimension as applicable. Any customization, if a part of the requirements, especially when it concerns regulatory compliance, is to bidder's responsibility and required to be done at no additional cost to the bank.		
7.33	Providing training to Bank's designated branches and also provide module wise user manual as well as administrative manual.		
7.34	The Bank reserves the right to prioritize the interface building within the overall timelines of the Project.		
7.35	Incorporate changes in the system arising on impact of amendments to regulator/bank's policy at no additional cost and well within timeline stipulated by the regulator		

7.36	Provide complete documentation including logic used, Computation details and required sheets, empirical study done, methodology etc. as per regulatory and audit requirements.		
7.37	Successful bidder shall update the module as per modification of RBI guidelines if any at any point of time without raising any change request.		
7.38	The bidder should implement the proposed solution at Bank's DC site and DR site.		
7.39	The software should have the following general features:		
7.39.1	Easy to use with Graphical User Interface		
7.39.2	Highly scalable architecture.		
7.39.3	No impact on the performance of the source /destination system to which it is integrated.		
7.39.4	Parameterized review options to define set of rules as & when required.		
7.39.5	Facility to define workflow as per the rules stipulated by the Bank.		
7.39.6	Provision for archival and retrieval of old records.		
7.4	The bidder shall provide detailed solution architecture showing all internal components of process workflow.		
7.41	The solution should have capability to generate the log of each activity as required by Bank.		
7.42	Hardware Sizing		
7.42.1	The bidder should provide a logical design of the Hardware structure required for the project, keeping in view its current and future needs and which is necessary to run the suggested application in it and shall be responsible to arrive at the server hardware sizing, its configuration and specification and related software for the application required as per the RFP.		
7.42.2	The bidder shall provide the hardware sizing of Production, UAT and DR site in Annexure I of the Tender document.		
7.43	Bidder has to setup UAT, production and DR environment for the proposed solution.		
7.44	Facility to manage different User Types (bank User, Nodal / Regional User, Branch User) to maintain data integrity		
7.45	Integration / interface architecture is based around industry best practices		
7.46	Post implementation two on-site resources should be provided for a period of 3 months from the date of GO LIVE.		

8	Customization Process		
8.1	The Successful bidder shall ensure that the software supplied meets all the functional requirements as given in this tender document.		
8.2	Any customization done by the Successful bidder to provide the functionality already available in the scope of work of the tender document shall be at no extra cost to the Bank, whatsoever.		
8.3	Any gaps identified during product demonstration, functional requirements specifications study, system testing, user acceptance testing, and pilot implementation should be included by the Successful bidder as Implementation efforts. The Bank will not pay the Successful bidder any additional charges for all such customizations. The Successful bidder shall take up all such functionality as required by the Bank on a priority basis.		
8.4	The Successful bidder shall provide all tools, testing instruments, drivers, consumables, etc. required to install and customize and test the software free of any fees or charges or any expenses. The Successful bidder shall document and submit to the Bank all the testing activities, procedures and results. The Successful bidder shall provide the Bank weekly progress report on the bugs/problems reported/ points taken up with schedule of date of reporting, date of resolving, and status for all kind of bugs and problems as and when reported by the Bank.		
8.5	In case of any additional functionality / new functionality in the software is requested by the Bank subsequent to warranty period, which are not part of the scope of work as given in the tender document, the Bank shall place such a request in writing giving the required details. The successful bidder shall submit their commercial terms and shall carry out the desired change on mutually agreed terms & conditions. The cost agreed shall be a lump sum amount which shall include all expenses to be incurred for delivering such modifications / changes.		

PART-VI

6.1 ORDER DETAILS

The purchase order will be placed by Department of Information Technology, Central Office in the name of selected bidder(s) as per requirement. Acceptance of the Purchase Order should be conveyed within 7 days of issuance of PO. The Purchase Order would be deemed to have been accepted if the PO acceptance is not received within 7 days from the date of PO.

6.2 PAYMENT TERMS

- a) No advance payment will be made.
- b) The Successful Bidder shall be solely liable for the payment of all the past, present and future taxes i.e. GST (CGST/SGST/IGST), fines and penalties by whatever name called, as may become due and payable in relation to the Services.
- c) Under no circumstances Bank shall be liable to the Successful Bidder and/or its employees/personnel/representatives/agent etc. for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Contract.
- d) Bank shall not have any liability whatsoever in case of any third party claims, demands, suit, actions or other proceedings against the Successful Bidder or any other person engaged by the Successful Bidder in the course of performance of the Service.
- e) Bank reserves the rights to dispute/deduct payment/withhold payments/further payment due to the Successful Bidder under the Contract, if the Successful Bidder has not performed or rendered the Services in accordance with the provisions of the Contract which the CENTRAL BANK OF INDIA at its sole discretion adjudge.
- f) Successful Bidder shall permit Bank to hold or deduct the amount from invoices, for non-performance or part performance or failure to discharge obligations under the Contract.
- g) Charges shall be fixed for the entire contract period and there will be no escalation due to fluctuation in taxes, foreign currency or change in duty structure or for any other reasons. However, impact of fall in prices, taxes, duties, inter-connect charges or any other external factors like downward movement of foreign exchange rates etc. would be passed on to the Bank suo motto.
- h) Any new requirement due to regulatory or compliance need, resulting change request / enhancement need to be provided free of cost.
- i) **Price Composition:** The Bidder is expected to quote unit price in Indian Rupees (without decimal places) for all components and services on a fixed price basis as part of the commercial Bid inclusive of all costs and taxes like customs duty,

excise duty, import taxes, freight, forwarding, insurance, delivery, installation, training etc. at the respective delivery location of the bank along with only applicable (in India) GST(CGST/SGST/IGST) etc. The Bank will not pay any other taxes, cost or charges. However, the Bank will reimburse Octroi / Entry Tax / equivalent local authority cess etc. additionally on submission of original receipt in the name of "Central Bank of India".

- j) **Additional Training Cost:** 100% of the additional training cost would be paid on completion of training. The decision for additional training would be taken by the bank and would be discussed with the selected Bidder.

PAYMENT TERMS for Facilities Management

The payment will be released at the end of every quarter as per the payment terms

6.3 PAYMENT TERMS for Warranty & Annual Maintenance

A. Maintenance of Standard during Warranty & Post Warranty Maintenance)

- I. The warranty period for the solution shall be for 1 year from the date of Go live of complete solution for Automation Software / Middleware for liquidation of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS) Entries. AMC/ATS period starts after completion of warranty period.
- II. AMC / ATS payment due shall be released for every quarter at the end of each quarter.
- III. During Warranty Period/ AMC/ATS, Bidder/Bidder guarantees an Uptime of 98.5 % on monthly basis for the entire turnkey solution provided. This will be subject to a ceiling of not more than 120 minutes single instance downtime. Selected Bidder is expected to submit a report within a week after expiry of every calendar quarter. Delays, if any, on account of procurement of spares will not be exempted while reckoning the uptime SLA.

(Uptime: the amount of time that the system is available for normal use. Do note that planned maintenance would also be classified as normal use.)
- IV. During maintenance period also, the Bidder guarantees on monthly basis an uptime of 98.5% of the entire solution provided. Accordingly it is expected that necessary redundancy is built into the solution for all components whether software or hardware.
- V. During the period of AMC/ATS, if the service provided by the Bidder is not satisfactory, the bank reserves the right to terminate the AMC contract and appoint any other agency at the risk and cost of the Bidder.

- VI. The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Bidder's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed One hour.
- VII. In the event of failure of maintaining the uptime SLA (based on point no. 3 & 4 above) liquidated damages of 10,000/- per day would be levied up-to max of 10% of overall value of the project.
- VIII. In unavoidable circumstances on implementation of key functional modules Bank may consider partial payment against completed modules.

6.4 Warranty (one year from the date of GO live)

Post implementation warranty should cover the following:

- Defect fixes, Removal of bugs identified during implementation and in warranty period free of cost.
- Application support (User support on functionality and technical aspect).
- On site post-implementation support to solution admin and IT team at no extra cost.
- Warranty Period of Contract shall be one year and will start from the date the solution has gone live and been accepted by the bank by issuing the certificate of acceptance.
- Changes / enhancements in Automation Software / Middleware for liquidation of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS) Entries applications due to reporting requirements to be implemented from time to time to meet the changes in the regulatory / statutory requirements.
- Application Software version Upgrades.

6.5 Annual Technical / Maintenance Support

- a. The Contract shall include the terms for Technical or Maintenance Support along with SLA as per Bank's conditions. The mutually agreed SLA need to be signed by the Successful Bidder and the Bank. The AMC will start after the warranty period. AMC will be paid annually.
- b. **It shall also include the following:**
 - Defects fixes: Bidder shall maintain the source code and provide bug fixes for the defects/ bugs noticed in the application without any additional cost.
 - Application support/Helpdesk support (User support on functional and technical aspect).
 - Generation of Regulatory and other MIS reports

- Changes/enhancements in Software application/Reporting requirements to be implemented from time to time to meet the changes in the regulatory/statutory/Business requirements.
- Application Software version Upgrades.

6.6 Payment Terms

S No.	Project Milestones	Percentage of Payment
1	On successful completion of Current State Assessment, Gap Analysis (including data gap analysis) and Systems Requirement Specifications (SRS) Sign-off, completion of Customization, Configuration, Parameterization, Documentation and Sign-off (including of Bank's Models), on Completion of Interface Building / Documentation and Sign-off.	25
2	On successful Completion of Data Extraction, Validation, Data Migration, Reconciliation, Documentation and Sign-off, On Completion of end-to-end UAT, Documentation and Sign-off.	30
3	On successful Completion of Sample Roll-out and Trainings, Documentation and Sign-off, on Completion of Migration to Production, Documentation and Sign-off.	25
4	After 6 months from the date of successful implementation (i.e. on Sign-off of Project Implementation and Production Migration).	10
5	After Completion of warranty period or against Bank Guarantee of equivalent amount valid for the entire warranty period	10
	Total	100

6.7 Payment Terms for Environmental Software except RDBMS

S No.	Project Milestones	Percentage of Payment
1	On successful implementation of the respective software and on providing all the required manuals, data libraries, data dictionaries, and data upload templates, reporting template, UAT Scenarios and any other documents required under this RFP.	30
2	Amount for application licenses Successful completion of Current State Assessment, Gap Analysis (including data gap analysis), Systems Requirement Specifications (SRS) Sign-off, Customization, Configuration, Parameterization, Documentation and Sign-off (including of Bank's Models), on Completion of Interface Building / Documentation and Sign-off.	20

3	Application licenses on Successful Completion of Data Extraction, Validation, Data Migration, Reconciliation, Documentation and Sign-off, on Successful Completion of end-to-end UAT, Documentation and Sign-off.	20
4	Amount after 6 months from the date of successful implementation (i.e. on Sign-off of Project Implementation and Production Migration)	20
5	The Balance cost after completion of warranty period or against Bank Guarantee of equivalent amount valid for the entire warranty period.	10
	Total	100

6.8 Payment Terms for Implementation Cost

S No.	Project Milestones	Percentage of Payment
1	On successful completion of Current State Assessment, Gap Analysis (including data gap analysis) and Systems Requirement Specifications (SRS) Sign-off, On completion of Customization, Configuration, Parameterization, Documentation and Sign-off (including of Bank's Models). On Completion of Interface Building/ Documentation and Sign-off, On Completion of Data Extraction, Validation, Data Migration, Reconciliation, Documentation and Sign-off	40
2	On successful Completion of end-to-end UAT, Documentation and Sign-off, On Completion of Sample Roll-out and Trainings, Documentation and Sign-off, On Completion of Migration to Production, Documentation and Sign-off.	40
3	After 6 months from the date of successful implementation (i.e. on Sign-off of Project Implementation and Production Migration).	10
4	After Completion of warranty period or against Bank Guarantee of equivalent amount valid for the entire warranty period	10
	Total	100

6.9 Performance Bank Guarantee

The Bank wish to award this project to the selected bidder for a period of **5 (Five) years**. Hence, the successful bidder shall be required to provide a Bank Guarantee for 10% (**as of now, which may increase /Decrease as per Government Guidelines from time-to-time during the project period**) of the TCO for the entire contract period of 5 years issued by any scheduled commercial bank (other than CENTRAL BANK OF

INDIA) valid for 63 **months (60+3 months claim period)**, from the date of acceptance of Purchase Order (PO), indemnifying any loss to the Bank, as per the format of ANNEXURE-25. The bank guarantee shall be provided to the bank either before or at the time of execution of the Service Level Agreement (SLA). Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.

The Performance Bank Guarantee shall act as a security deposit and either in case the successful bidder is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the successful bidder is not able to fulfill any or all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the Liquidated Damaged.

6.10 SERVICE LEVEL AGREEMENT (SLA)

Within Twenty One (21) days of Acceptance of the Letter of Intent (LOI), the Selected Bidder shall sign and date the SLA designed by the Bank and return it to the Bank. The Performance Bank Guarantee needs also to be submitted on or before the execution of the SLA. The SLA will include the terms/conditions as in RFP. It is reiterated that the SLA to be entered into by the Selected Bidder shall be as approved by the Bank only.

Licensing Requirements.

Bidder is responsible for meeting all licensing requirement as part of service/ solution requested.

Performance Requirements

Specify detailed requirement as per scope of the Project like:

1. Response time for resolution of the issue reported : - Average support call back time – 15 minutes
2. Average Problem Resolution time – 120 minutes
3. Application should support minimum 3000 transactions per day.
4. Number of concurrent user – minimum 2000
5. Response time: Static page – maximum 1 Sec.
6. Form validation from back end – maximum 5 sec

Scalability Requirements

The bidder should produce a plan for a phased implementation across various branches. Flexibility to add new locations in India and abroad should be inbuilt. The solution must have the ability to interface with multiple back offices [CBS and FX24] of the Bank, if required [Currently TCS Bancs24 CBS and FX24 are the back office

solutions].

The solution should not only automate the existing EDPMS/ IDPMS Processes in the Bank but also be able to provide functionality as per changing client needs. The solution must have single instance, multi entity capability. Also, a separate instance would be required where the DC and DR are local.

6.11 PENALTY

- A. Since installation of the proposed product would be a critical solution for our customer services and the Bank expects the product will have a high uptime (**of 99.95% computed on monthly basis**) and availability for branches and controlling offices to use the system during regular business hours and for performing regular maintenance activities at Primary Site or Secondary site. The bidder should ensure that any major issue or problem reported should be resolved at the earliest so that there is no operational issue faced by the bank. Any degradation from the agreed uptime shall invite penalties as detailed in the RFP.

The Bidder shall be liable for penalties for uptime maintained below 99.95% in a month. Penalties for downtime of application will be as per below mentioned table:

Level of Uptime Per Month	Penalty Charges
99.95% and above	No Penalty
98% and above but below 99.95 %	5% of total monthly payout
97% and above but below 98% ^s	6% of total monthly payout
96% and above but below 97%	7% of total monthly payout
95% and above but below 96%	8% of total monthly payout
94% and above but below 95%	9% of total monthly payout
90% and above but below 94%	10% of total monthly payout
50% and above but below 90%	20% of total monthly payout
Below 50%	No payment

Uptime is calculated by using the below formula:

$\{(Total\ number\ of\ hours\ in\ the\ month - total\ number\ of\ hours\ of\ downtime\ in\ the\ month) / Total\ number\ of\ hours\ in\ the\ month\} * 100$

Apart from above, if any financial/reputational losses or damages are suffered to Bank due the selected bidder or its employees engaged directly or indirectly or due to the lapses of the System Security will be borne by the bidder in toto. Further,

Bank will also impose the appropriate penalty on the bidder for such incidents.

Penalty is not applicable for reasons attributable to the Bank and/or Force Majeure. However, it is the responsibility of the bidder to prove that the delay is attributed to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the bidder and Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment. No payment will be made for the instrument that is not processed.

- Bidder will provide on-site support for addressing Software/application/Hardware related issues.
- The new releases versions; bug fixes etc. for the system software will be supplied to the Bank at no extra charge, with necessary documentation.
- The Bidders should submit a list of support center addresses, contact person & the resolution /response matrix for these locations.
- **Reports:** - Reports of availability, performance, incident of EDPMS/IDPMS solutions if any, shall be submitted on monthly basis to Bank. Quarterly review shall be conducted for all Service Level requirements.

Availability and Uptime (Solution Uptime):

The vendor shall ensure that a minimum **99.95% uptime** will be maintained for all the proposed solution calculated on a monthly basis. Bank may recover such amount of penalties due to delay in service from any payment being released to the vendor, irrespective of the fact whether such payment is relating to this contract or otherwise. The same may be recovered from the payment due towards the vendor or from the retention money at the end of contract period.

The sum total of penalties will not exceed 10% of the Total Cost of Ownership (TCO) within the contract period. Thereafter, the contract/purchase order may be cancelled and performance bank guarantee may be revoked.

B. The successful bidder shall agree to a penalties structure in accordance with the following for delay beyond the implementation schedule.

Software:

During project execution/implementation	1 % of penalty applicable for delay in project implementation / execution (per month). Maximum penalty applicable is 10 % of the total cost of the project.
During AMC / ATS	As mentioned in RFP under clause. Maximum penalty applicable is 10 % of the total cost of the project

The penalty may be recovered from project cost/AMC cost/BG as per discretion of the Bank

- a) The Bank expects the Bidder to complete the scope of the project as mentioned in Broad Scope of Work of this document and in details mentioned in Functional Specifications within the timeframe specified in Project Timelines of this document.
- b) Inability of the Bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause. The proposed rate of penalty shall be 1 % of the value of the affected service or product per week or part thereof, of delay or non-compliance subject to an upper limit of 10% of value of affected services or product. Notwithstanding anything contained in this agreement overall cap for all penalties under this agreement shall be limited to the contract value of the Agreement
- c) For example, if the Bidder is not able to supply a server at DC or the supplied server requires some more parts for its functioning, then the penalty levied will be 1% of the cost of "That server" per week or part thereof, of delay.
- d) Inability of the Bidder to provide services at the service levels defined would result in breach of contract and shall invoke the penalty clause as mentioned in – Service Levels.
- e) Notwithstanding anything contained above, no such penalty will be chargeable on the Bidder for the inability occasioned, if such inability is due to reasons entirely attributable to The Bank.
- f) If the maximum amount that may be levied by way of penalty shall exceed 10 % of the Total Contract value, the Bank reserve the rights-either cancel the contract or to accept the performance subject to this Agreement.
- g) If any act or failure by the Bidder/Bidder under the agreement results in failure or inoperability of systems and if The Bank has to take corrective actions to ensure functionality of its property, The Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- h) The Bank plans to impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the any staff/contractor of Bidder/bidder.

- i) The Bank shall implement all penalty clauses after giving due written notice to the Bidder/bidder.
- j) If the Bidder/bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, The Bank reserves the right either to cancel the order / agreement or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for nonperformance.
- k) Penalties, if any shall be calculated for every month and will be deducted / adjusted in subsequent invoices from the bidder.
- l) The right to invoke the penalty clause is in addition to and without prejudice to other right available to the Bank such as termination of contract, invocation of indemnity and recovery of amount paid etc.

c) Guarantees on Response Time to Errors (for Functional Issues/Operational Issues)

The Bank will classify all functional/operational errors in to three categories:

- (I) Critical errors defined as the Errors that require/cause the Bank to shut down the production server or stop all services through the server and the application working is stopped immediately.

The Bidder undertakes and guarantees that all the Critical Errors will be resolved in the production environment within two hours of the Bank intimating the same through writing, telephone, mail or fax. In case the Critical Errors are not resolved within the stipulated time as above, there shall be a penalty of Rs.10,000/- (Rupees Ten thousand only) per hour exceeding above said 2 hours resolution time apart from replacement of the respective hardware/software at bidder's own cost for solving the errors. In case the error is not resolved within 4 hours from the time of reporting of the error by the Bank, the bidder shall be liable to pay a penalty of 0.25% per day of the total value of the above said purchase order. Such penalty shall be adjusted as maintenance credit against the AMC payable by the Bank to the bidder.

- (II) Medium Level Errors defined as those errors that are not the Critical Errors as defined above but cause great inconvenience or operational difficulties to the Bank.

The Bidder undertakes and guarantees that all the Medium Level Errors will be resolved in the production environment within one day of the Bank intimating the same through writing, telephone, mail or fax.

In case the Medium Level Errors are not resolved within the stipulated time as above, there will be a penalty of Rs. 50,000/- (Rupees Fifty thousand only) per day exceeding the above said one day resolution time apart from replacement of the respective hardware/software at the bidder's own cost for solving such errors. In case the error is not resolved within 4 days from the time of reporting

of the error by the Bank, the bidder shall be liable to pay a penalty of 0.25% per day of the total value of the above said purchase order. Such penalty shall be adjusted as maintenance credit against the AMC payable by the Bank to the bidder.

- (III) Low Level Errors defined as those other errors that are not the Critical errors or the Medium Level Errors as defined above

The bidder undertakes and guarantees that all the Low Level Errors will be resolved in the production environment within seven days of the Bank intimating the same through writing, telephone, Mail or fax.

In case the Low Level Errors are not resolved within the stipulated time as above, there shall be a penalty of Rs.1000/- (Rupees One thousands only) per day exceeding the above said seven days' resolution time apart from replacement of the respective hardware/software at the bidder's own cost for solving such errors. In case the error is not resolved within 10 days from the time of reporting of the error by the Bank, the bidder shall be liable to pay a penalty of 0.25% per day of the total value of the above said purchase order. Such penalty shall be adjusted as maintenance credit against the AMC payable by the Bank to the bidder

6.12 LIQUIDATED DAMAGE (LD)

Notwithstanding the Bank's right to cancel the order, liquidated damages **at 0.5% (Half Percent)** of the Total Cost of Ownership (TCO) price per week will be charged for every week's delay in the specified implementation schedule i.e. **20 weeks** from the date of Acceptance of Purchase Order (PO). The Liquidated Damages including Service Level Penalties would be subject **to a maximum of 10% of the total project cost**. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the selected bidder or from the performance Bank Guarantee. Liquidated damages will be calculated on per week basis.

The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner. Bank may invoke the Bank Guarantee for further delay in start of the services.

If the LD reaches the maximum, the Bank will be at liberty to terminate the contract and invoke all BGs. As per Law, GST will be charged as per prevailing rates on LD charges, Penalties and the same will be recovered from the Bidder.

6.13 FORCE MAJEURE

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes,

epidemics,

- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- Terrorist attacks, public unrest in work area,

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Selected bidder or the Bank shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above. The decision regarding whether a particular event as informed by the vendor being a force majeure event, should be regarded as a force majeure event, shall be solely the decision of the bank. Financial reasons or escalation in prices will not fall under "Force Majeure".

6.14 CONTRACT PERIOD:

The tenure of the Contract will be for a **period of 5 (Five) years** effective from the date of execution of the Service Level Agreement (SLA) unless terminated earlier by the Bank by serving **90 days** prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of **initial period of 5 (Five) years**, the contract may be extended/renewed for further period on such terms and conditions as would be decided by the Bank.

The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 90 days' notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection.

The selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank.

6.15 COMPLETENESS OF THE PROJECT

The project will be deemed as incomplete if the desired objectives of the project as mentioned in PART-IV and PART-V "Scope of Work" of this document are not achieved.

6.16 ORDER CANCELLATION

The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- Delay in commissioning / implementation / testing beyond the specified period.

- Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.
- Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries equal to exceed 10% of the TCO.

6.17 INDEMNITY

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.

The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to authorize obligations by the selected bidder or its employees/personnel.

All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Selected Bidder shall continue to be liable under the indemnities. Selected Bidder is required to furnish a separate Letter of Indemnity at the time of submission of Bid in the format given in ANNEXURE -13 in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.

6.18 PUBLICITY

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

6.19 PRIVACY & SECURITY SAFEGUARDS

The selected 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 selected bidder under this contract or existing at any Bank location. The Selected 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 Selected 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 selected bidder under this contract or existing at any Bank location.

6.20 TECHNOLOGICAL ADVANCEMENTS

The Selected bidder shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase / decrease in charges, and the Service Levels, to provide the Services to the Bank at a technological level that will enable the Bank to take advantage of technological advancement in the industry from time to time.

6.21 GUARANTEES

Selected bidder should guarantee that all the materials are deemed suitable for the delivery and management of **Automation Software / Middleware for liquidation of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS) Entries Solution**. All the Software must be supplied along with written undertaking stating that SW supplied are as per requirement and cater to the Automation Software / Middleware for liquidation of EDPMS & IDPMS entries Solution

6.22 RESOLUTION OF DISPUTES

- 6.22.1 The Bank and the Competent Authority of selected Vendor shall make every effort to resolve amicably, by direct informal negotiation between Authorized Personnel from the Bank and Competent Authority of selected Vendor, any disagreement or dispute arising between them under or in connection with the contract.
- 6.22.2 If Authorized Personnel from the Bank and Competent Authority of Selected Vendor are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by Vendor and Bank respectively.

- 6.22.3 If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by selected Vendor and Bank, the Bank and Selected Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution through formal arbitration. However, during the course of negotiations up to this stage, parties will continue to perform their respective duties.
- 6.22.4 All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties who shall appoint a third arbitrator who shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai and Mumbai shall have exclusive Jurisdiction to entertain it. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, vendor will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving satisfactorily, as per satisfaction of the Bank.
- 6.22.5 If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) on the date of receipt of A.D if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.
- 6.22.6 This Scope of Work shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.
- 6.22.7 Each Party shall bear the cost of preparing and presenting its case. However, the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides

6.23 EXIT OPTION

The Bank reserves the right to cancel the contract and to debar the bidder to participate in future process in the event of happening one or more of the following Conditions:

- Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 21 days of acceptance of purchase contract;
- Delay in offering;
- Delay in commissioning project beyond the specified period;
- Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;
- Serious discrepancy in project noticed during the testing;
- Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
- Serious discrepancy in completion of project.
- Serious discrepancy in maintenance of project.

In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Selected Bidder.

The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Selected Bidder's offer does not match such lower price. Notwithstanding the foregoing, the Selected Bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.

As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favorable terms in the industry, and secondly,

The Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such equipment.

Procurement of such equipment would be accordance to provision of Make in India, provision of land border sharing countries complying with the provisions applicable for start –ups being MSEs and also startups not being MSEs.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Selected Bidder will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In

the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

The Bank and the Selected Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

6.24 CORRUPT AND FRAUDULENT PRACTICES

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

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

AND

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

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

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

6.25 TERMINATION

CENTRAL BANK OF INDIA reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: -

- a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.

- b) The selected bidder goes into liquidation, voluntarily or otherwise.
- c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.
- f) Deductions on account of liquidated damages exceed more than 10% of the total work order.
- g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, CENTRAL BANK OF INDIA reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.
- h) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, CENTRAL BANK OF INDIA reserves the right to get the balance contract executed by another party of its choice by giving 90 days' notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which CENTRAL BANK OF INDIA may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.
- i) CENTRAL BANK OF INDIA 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 adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.

The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.

6.26 TERMINATION FOR INSOLVENCY

The Bank may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

6.27 TERMINATION FOR DEFAULT

CENTRAL BANK OF INDIA, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Successful Bidder, may

terminate the Contract in whole or in part.

6.28 TERMINATION FOR CONVENIENCE

The Bank, by written notice sent to the Selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience for any reason what-so-ever.

6.29 EFFECT OF TERMINATION

In the event of termination of the Contract due to any reason, whatsoever, [whether consequent to the expiry of stipulated term of the Contract or otherwise], CENTRAL BANK OF INDIA shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor has to comply with and take all steps to minimize loss resulting from the termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract and the Contract is not further extended by CENTRAL BANK OF INDIA, the Vendor herein has to provide all such assistance to the next successor Bidder or any other person as may be required and as CENTRAL BANK OF INDIA may specify including training, where the successor(s) is a representative/personnel of CENTRAL BANK OF INDIA to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

Nothing herein shall restrict the right of CENTRAL BANK OF INDIA to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Letter of Indemnity and pursue such other rights and/or remedies that may be available to CENTRAL BANK OF INDIA under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

6.30 APPLICABLE LAW & 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).

6.31 LIMITATION OF LIABILITY

Bidder's aggregate liability under the contract shall be limited to a maximum of the

contract value. For the purpose of this section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP

This limit shall not apply to third party claims for

- a. IP Infringement indemnity.
- b. Bodily injury (including Death) and damage to real property and tangible property caused by negligence, fraud or misrepresentation by Bidder/s or any of his/its employees/representatives.
- c. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

6.32 COMPLIANCE

The products & services offered to the Bank must be in compliance with all laws, regulations & Govt. guidelines of India. It also not violate any of the provisions of IT act in anyway or any other legal provisions relating to such products or services in India.

6.33 NO SET-OFF, COUNTER-CLAIM AND CROSS CLAIMS

In case the Successful Bidder has any other business relationship with CENTRAL BANK OF INDIA, no right of set-off, counter-claim and cross-claim and/ or otherwise will be available to the Successful Bidder. However, CENTRAL BANK OF INDIA shall have such rights against the Successful bidder.

6.34 BANKS RIGHT

Bank reserves the sole right to itself for including any addendum to this entire bid process. The bidder shall not claim as a right for requiring Bank to do the aforesaid.

6.35 ADOPTION OF INTEGRITY PACT

CENTRAL BANK OF INDIA has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective vendors / bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- a. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.

- b. Principal to treat all bidders with equity and reason.
- c. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally.
- d. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- e. Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- f. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- g. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- h. IEM's task shall be to review-independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- i. IEM shall not be subjected to instructions by the representatives of the parties and perform his functions neutrally and independently.
- j. Both the parties accept that the IEM has the right to access all the documents relating to the project/procurement, including minutes of the meeting.
- k. All pages of Integrity Pact (IP) must be signed and stamped. Integrity Pact (IP) should be deposited with Procurement or concerned Department undertaken procurement at the address mentioned along with RFP document.

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of Integrity Pact is attached as ANNEXURE -20 for strict compliance.

The following Independent External Monitor (IEM) has been appointed by CENTRAL BANK OF INDIA, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact, whose name and E-mail ID are as follows:.

1. Shri Trivikram Nath Tiwari [mail: trivikramnt@yahoo.co.in]
2. Shri Jagdip Narayan Singh [mail: jagadipsingh@yahoo.com]
3. Email id of Bank team :
 - a) agmid@centralbank.co.in, Ph no.: 022-6638 7750
 - b) cmidpolicy@centralbank.co.in, Ph no.: 022-6638 7548

6.36 NON-DISCLOSURE

By virtue of RFP process and subsequent Contract, as and when it is entered into between the Bank and the bidder, and its implementation thereof, the successful bidder may have access to the confidential information and data of the Bank and its customers. The successful bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following:-

- a. That the bidder will treat the confidential information as confidential and shall not disclose to any third party. The successful bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- b. That the bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the successful bidder shall use reasonable efforts to advise the Bank immediately in the event that the bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the successful bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.
- c. That if the bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- d. That the bidder will strictly maintain the secrecy of Bank's data.
- e. Bidder has to submit Non-disclosure Agreement format given as ANNEXURE-12.

6.37 ISSUE OF CORRIGENDUM

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a Corrigendum which will be published on Banks website.

Any such corrigendum shall be deemed to be incorporated into this RFP.

Corrigendum shall be deemed to have been notified to all the bidders. No claim by any bidder shall be entertained that they are not aware of such corrigendum shall be entertained.

6.38 OEM AUTHORISATION

In case the successful bidder is not ready to provide the support during the warranty period, support will be provided by OEM directly or their other authorized partners for the remaining period of warranty of the product without any additional cost to the Bank. An authorization letter from OEM regarding this must be attached with the technical bid.

6.39 ADHERENCE OF CYBER SECURITY POLICY

Bidders are responsible for complying with the security standards or desired security aspects of all the ICT resources in line with regulatory guidelines from time to time as well as Bank's IT/Information Security / Cyber Security Policy guidelines. Such guidelines will be shared with successful bidder. Bidders should ensure Data Security and protection of facilities/application managed by them.

The deputed persons should be aware about Bank's IT/IS/Cyber security policy guidelines and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed. At any time, if it comes to the notice of the bank that data has been compromised/disclosed/misused/misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank.

Bidder has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign "Non-Disclosure Agreement" document provided by Bank.

6.40 SOFTWARE REQUIREMENT SPECIFICATIONS (SRS)

Successful bidder will have to carry out a Software Requirement Specifications (SRS) gathering soon after award and contract signing. The SRS document, to be mutually agreed and signed off, will cover the scope of work to be delivered (for the applications offered) for go-live. The bidder's offer should include the cost for this one time authorization in their offer. All other requirements not covered in the SRS document shall be treated as additional authorization and chargeable extra. However, all regulatory changes requested by RBI and Ministry of Finance, shall be carried out at no extra cost. For all authorization, bidder must clearly specify man-day charges, warranty offered for these, applicable AMC charges and the payment terms.

If any requirement will be given additional time line on mutually agreed term.

6.41 REMOTE ACCESS:

Any type of remote access will not be allowed outside Banks Network.

6.42 PROJECT REVIEW:

Bidder has to engage an experienced on-site Project Manager for this assignment who should have direct experience of successful implementation/ management of one large project for a banking/ financial organization in last 2 years.

Detail Project review must be conducted during project execution at no additional cost. These reviews are required weekly with the project leaders/ project manager or steering Committee level (of bidder and the Bank) respectively. The review will be in order to monitor progress of the project and take necessary corrective action, if required. The bidder will submit weekly reports regarding the progress of work along with the corrective actions/ suggestions and risk management plan. Any document submitted by the bidder should be properly backed up by quality review documents.

6.43 DISASTER RECOVERY:

Bidder is required to establish the Disaster Recovery (DR) set up for the proposed solution at Hyderabad. DR set up will be mirror image of the Primary setup. The Data replication should happen from Primary site to DR site after every 30 minutes (or less) to keep them in sync.

Recovery Time Objective (RTO) – 4 Hours

Recovery Point Objective (RPO) – 30 Minutes

Bidder is also required to conduct at least one DR drill in a quarter

6.44 INSURANCE:

The equipment (hardware/software etc.) supplied under the contract shall be fully insured by the successful Bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The insurance shall be obtained by the Bidder naming Central Bank of India as the beneficiary, for an amount Equal to 100% of the invoiced value of the goods on “all risks” basis. The period of insurance shall be up to the date the supplied components are accepted and the all rights of the property are transferred to the Bank in the Bank’s premises.

Should any loss or damage occur, the selected Bidder shall:-

- i. Initiate and pursue claim till settlement and
- ii. Promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.

6.45 AMC PRICE VALIDITY:

The prices finalized shall remain valid for six months from the date of purchase order. However, **AMC price will remain valid for 4 years post warranty period**. AMC cost should be clearly further bifurcated into license cost, maintenance, etc.

6.46 BIDDER'S LIABILITY:

The Successful Bidders aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The Bidders liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Bidder as part of this RFP. In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users and service providers of the Bank would be considered as a direct claim.

The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank

6.47 CHANGE MANAGEMENT:

Post implementation, rate of any change request in terms of man days to be specified clearly, cost of 1500 such man days will be part of offered TCO. Bank will pay on actual man-days basis.

6.48 PRODUCT VERSION:

All relevant product versions and/or identifications to be mentioned in technical bid

6.49 INDEPENDENT CONTRACTOR:

Nothing herein contained will be construed to imply a joint venture, partnership, principal-agent relationship or co-employment or joint employment between the Bank and Bidder. Bidder, in furnishing services to the Bank hereunder, is acting only as an independent contractor. Bidder does not undertake by Agreement or otherwise to perform any obligation of the Bank, whether regulatory or contractual, or to assume any responsibility for the Bank's business or operations. The parties agree that, to the fullest extent permitted by applicable law; Bidder has not, and is not, assuming any duty or obligation that the Bank may owe to its customers or any other person. The bidder shall follow all the rules, regulations statutes and local laws and shall not

commit breach of any such applicable laws, regulations etc.

In respect of sub-contracts, as applicable – If required, Bidders should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the SLA/NDA/Purchase Order irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits including labour laws for its employees and sub-contractors or as the case may be. Bidder should take bank's prior written permission before sub-contracting / resource outsourcing of any work related to the performance of this RFP or as the case may be.

6.50 INTELLECTUAL PROPERTY RIGHTS:

The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Bank agrees and acknowledges that save as expressly provided in this RFP, all Intellectual Property Rights in relation to the Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Bidder during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Bidder or its licensor.

The Bidder represents that a separate agreement is required to be entered into by the Bidder with Third-party suppliers/OEM either for statutory or proprietary reasons, notwithstanding the Bidder's obligations for performance.

During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank grants Bidder a right to use at no cost or charge the Software licensed to the Bank, solely for the purpose of providing the Services.

The Bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by Bidder in performing its obligations under this Project. If a third party's claim endangers or disrupts the Bank's use of the Software, the Bidder shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product.

All third party software / service provided by the bidder in the scope of the RFP will be the responsibility of the bidder.

6.51 STATUTORY AND REGULATORY REQUIREMENTS:

The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This

requirement shall supersede the responses provided by the Bidder in the technical response. During the period of warranty / AMC, Bidder / Bidder should comply with all requirements including any or all reports without any additional cost, defined by any regulatory authority time to time and which fall under the scope of this RFP / Agreement.

All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to the bank during the tenure of the 5 (five) year contract.

6.52 VISITORIAL RIGHTS:

The Bank and its authorized representatives reserve the right to visit any of the Bidder's premises without prior notice to ensure that data provided by the Bank is not misused. The Bidder shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank. Non-cooperation by the Bidder in this regard will be treated as breach of agreement/Purchase Order and will follow the consequences accordingly.

6.53 CHANGE REQUEST:

Any requirement beyond RFP will be processed as change request as per prevalent standard change request process of the Bank. Bank will pay on actual man-days basis. However no additional cost would be payable for change request suggested by Statutory Authority/Regulatory Authority.

7.1 E-TENDERING:

7.2 INSTRUCTIONS TO BIDDERS – e TENDERING:

7.3 REGISTRATION PROCESS FOR BIDDERS:

- 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.abcpurchase.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 Ms. Geeta : 079 90334460 geeta@auctiontiger.net Ms.Khushboo : 09510813528 khushboo.mehta@eptl.in Ms. Pooja : 09328931942 pooja.shah@eptl.in Ms. Komal : 07904407997 komal.d@eptl.in Mr Nandan Valera : 9081000427 nandan.v@eptl.in Ms Vrusha Soni : 9904407997 vrusha@eptl.in Mobile Numbers : +91-9904407997 9081000427

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through phone call as well. Depending on nature of assistance support team will contact on the priority basis. It will be very convenient for bidder to schedule their online demo in advance with support team to avoid last minute rush.

- f) All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
- g) BIDS PLACED BY BIDDER: The bid of the bidder will be taken to be an offer to sell. Bids once made by the bidder cannot be cancelled. The bidder is bound to sell the material as mentioned above at the price that they bid.

Preparation & Submission of Bids

The Bids (Eligibility Cum Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted "ON LINE" shall be summarily rejected. No other form of submission shall be permitted.

Do's and Don'ts for Bidder

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

Terms & Conditions of Online Submission

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

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

7.4 GUIDELINES TO CONTRACTORS ON THE OPERATIONS OF ELECTRONIC TENDERING SYSTEM OF CENTRAL BANK OF INDIA:

Pre-requisites to participate in the Tenders

Registration of Bidders on Electronic Tendering System on Portal of CBI: The Bidders Non Registered in Central Bank of India and interested in participating in the e-Tendering process of CBI shall be required to enroll on the Electronic Tendering System. To enroll Bidder has to generate User ID and password on the [https://centralbank.abcprocure.com /EPROC](https://centralbank.abcprocure.com/EPROC)

Registration of New Bidders:

<https://centralbank.abcprocure.com/EPROC/bidderregistration>

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

7.4.2 Preparation of Bid & Guidelines of Digital Certificate

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

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

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

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

Unless the Digital Certificate is revoked, it will be assumed to represent adequate

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

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

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

7.4.3 Recommended Hardware and Internet Connectivity

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

Operating System Requirement: Windows 7 and above Browser Requirement (Compulsory): Internet Explorer Version 11 (32 bit) and above and System Access with Administrator Rights.

Toolbar / Add on / Pop up blocker

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

7.4.4 Online viewing of Detailed Notice Inviting Tenders

The Bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by CBI on the home page of CBI e-Tendering Portal on <https://centralbank.abcpocure.com/EPROC/>

7.4.5 Online Submission of Tender

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

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

Notes:

- a) The Bidders upload a single documents unloadable option.
- b) The Bid hash values are digitally signed using valid class – II or Class – III Digital Certificate issued any Certifying Authority. The Bidders are required to obtain Digital Certificate in advance.
- c) The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.
- d) This stage will be applicable during both. Pre-bid / Pre-qualification and Financial Bidding Processes.

The documents submitted by bidders must be encrypted using document encryption tool which available for download under Download section on <https://centralbank.abcpocure.com/EPROC>

Steps to encrypt and upload a document:

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

Note: Bank and e-Procurement Technologies Limited shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. Bidder can fix a call with support team members in case guidance is required by calling on numbers mentioned in 7.2 above.

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

7.4.6 Close for Bidding:

The Tender will be closed automatically after the expiry of the cut- off time of online Submission.

7.4.7 Online Final Confirmation:

After submitting all the documents bidders need to click on “Final Submission” tab. System will give pop up “You have successfully completed your submission” that assures submission completion.

7.4.8 Short listing of Bidders for Financial Bidding Process:

The technical bids will be first opened for all the Bidders and after scrutinizing these documents, bidders will be shortlisted, who are eligible for Financial Bidding Process. The short listed Bidders after technical evaluation will be intimated by email.

7.4.9 Opening of the Financial Bids:

The Bidders may join online for tender Opening at the time of opening of Financial Bids. However, the results of the Financial Bids of all Bidders shall be available on the e-

Tendering Portal after the completion of opening process.

7.4.10 Tender Schedule (Key Dates):

The Bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

PART-VIII

8.1 LAND BORDER SHARING CLAUSE

The Bidder must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 Order (Public Procurement No. 1), Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020. Bidder should submit the undertaking in ANNEXURE-5 in this regard and also provide copy of registration certificate issued by competent authority wherever applicable.

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

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such persons, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established, or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- iv. The beneficial owner for the purpose of (iii) above will be as under.
 1. In case of a company or limited liability partnership, the beneficial owner is the natural person(s). Who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

Explanation –

- a. "Controlling ownership interests" means ownership of or entitlement to more than twenty five per-cent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.

2. In case of partnership firm, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of entitlement to more than fifteen per-cent of capital or profits of the partnership.
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of or entitlement to more than fifteen per-cent of the property or capital or profits of such association or body of individuals.
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person(s), who hold the position of senior managing official.
5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per-cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. An agent is a person employed to do any lawful act for another, or to represent another in dealings with third persons.

8.2 PREFERENCE TO MAKE IN INDIA

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

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

The salient features of the aforesaid Order are as under:

1. **Class-I Local supplier** – a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%
2. **Class-II Local supplier** – a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%.
3. **Non-Local supplier** – a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.

4. **The margin of purchase preference shall be 20 %.**, Margin of purchase preference means the maximum extent to which the price quoted by a local supplier may be above the H-1 (as per Annexure 4) for the purpose of purchase preference.
5. **“Minimum Local content”** for the purpose of this RFP, the ‘local content’ requirement to categorize a supplier as ‘Class-I local supplier’ is minimum 50%. For ‘Class-II local supplier’, the ‘local content’ requirement is minimum 20%. If Nodal Ministry/Department has prescribed different percentage of minimum ‘local content’ requirement to categorize a supplier as ‘Class-I local supplier’/ ‘Class-II local supplier’, same shall be applicable.

VERIFICATION OF LOCAL CONTENTS:

1. The local supplier at the time of submission of bid shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per ANNEXURE-26. Local content certificate shall be issued based upon the procedure for calculating the local content /domestic value addition on the basis of notification bearing no. F. No.33(1) /2017-IPHW dated 14-9-2017 issued by Ministry of Electronics and Information Technology read with Public Procurement (Preference to Make in India) Order 2017 Revised vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 16-09-2020
2. False declaration will be in breach of the Code of Integrity under Rule 175(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 of the General Financial Rules along with such other actions may be permissible under law.
3. A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarments. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities in the manner prescribed under order No P-45021/2/2017-PP(BE-II) dated 16-09-2020, para 9(h).

8.3 PROCEDURE FOR PREFERENCE TO MAKE IN INDIA:

It will be a multi bidder RFP in which order will be divided into two bidders.

The selection will be made as per criteria for award of contract among two bidders in accordance with the criteria laid down by bank and as per procedures laid down in public procurement (Preference to Make In India) order 2017, revision dated 16/09/2020 vide order P-45021/2/2017-PP (BE – II) issued by GOI particularly the provisions of sub para I and (d) of para 3(B) of the said order. Relevant provisions of sub para (c) and (d) of para – 3(B) of the said order are as follows:-

I If ‘Class I Local suppliers qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case ‘Class I Local suppliers’ do not qualify for award of contract for at least 50% of the tendered quantity,

purchase preference should be given to the 'Class I Local supplier' over 'Class II local suppliers' / 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

(d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity. An opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

- i. Among all qualified bids, the bid securing the highest combined marks and ranked H-1 shall be recommended for award of contract (as per Annexure 4).
- ii. If H-1 is class – I local supplier, the order will be divided in two bidders H-1 & next class I bidders falling within Margin of purchase and ready to match the H-1 price in 75 : 25 ratio. In case of non-availability of other class I bidders, order will be awarded to lowest class II local supplier who agrees to match the price of H-1.
- iii. If H-1 is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to H-1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the H-1 price subject to local supplier's quoted price falling within the margin of purchase preference (i.e. 20%) and the remaining 50 % of the order quantity shall be awarded to such 'Class-I local supplier' subject to matching the H-1 price (inclusive of duties, taxes and freight & insurance). In case such lowest eligible 'Class-I local supplier' fails to match the H-1 price, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the H-1 price and so on, and order/contract shall be awarded accordingly.
- iv. If H-1 is not a 'Class-I local supplier' and none of the class – I local supplier falls under 20% margin with H-1, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers' within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- v. In case, no 'class – I local supplier' qualifies for the award, 50 % contract will be awarded to H-1 and remaining 50% contract will be awarded to next higher qualified bidder subject to matching the price with H-1.

PART-IX- ANNEXURES

ANNEXURE -1

(Tender offer forwarding letter)

Tender Reference No.: CO:ID:PUR:2022-23:227

Date: / /2023

To,

General Manager – TR/ID,
Central Bank of India
International Division
Integrated Treasury Branch
5th Floor, Chandermukhi
Nariman Point
Mumbai-400021

Dear Sir,

Sub: RFP for Implementation of Automation Software / Middleware for liquidation of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS) Entries for CENTRAL BANK OF INDIA vide RFP Ref No.: CO:ID:PUR:2022-23:227 Dated 02.01.2023

With reference to the above RFP, having examined and understood the instructions including all ANNEXURE, terms and conditions forming part of the Bid, we hereby enclose our offer for **the Automation Software / Middleware for liquidation of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS) Entries for CENTRAL BANK OF INDIA** and will be Providing Services mentioned in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Technical as well as Commercial Bids by The Bank we undertake to commence the project for **the Automation Software / Middleware for liquidation of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS) Entries for CENTRAL BANK OF INDIA** and Provide Services as per your purchase orders.

In the event of our selection by the Bank for undertaking the project for **Automation Software / Middleware for liquidation of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS) Entries for CENTRAL BANK OF INDIA**, we will submit a Performance Bank Guarantee for a sum equivalent to 10% (as of now, which may increase /Decrease as per Government Guidelines from time-to-time during the project period) of the TCO to be valid for a period of 60 months + claim period of 12 month after expiry of the period of Bank Guarantee i.e. 72 months in favour of CENTRAL BANK OF INDIA effective from the month of execution of Service Level Agreement or successful go live

whichever is earlier.

We agree to abide by the terms and conditions of this tender and our offer shall remain valid for 120days from the date of commercial bid opening and our offer shall remain binding upon us which may be accepted by The Bank any time before expiry of 120 days.

Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and 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. We also certify that we have not been blacklisted by any PSU Bank/IBA/RBI during the last three years and also at the time of bid submission.

We enclose the following Demand Drafts/ NEFT Receipt/Bank Guarantees:

1. DD No./ NEFT Receipt _____dated_____for Rs. 10,000/- (Rupees Ten Thousand Only) as Cost of RFP Document &
2. BG No. _____dated _____for Rs. 5,00,000/- (Rupees Five Lakh only) as EMD.

Dated this day of _____2023.

Signature: _____

(In the Capacity of) _____

Duly authorized to sign the tender offer for and on behalf of

ANNEXURE-2

Profile of Bidder

Name of Bidder	
Location	
Registered Office	
Controlling Office	
Date of incorporation & date of commencement of business	
Major changes in Management in last 3 years (details to be provided)	
Names of Banker/s	

Financial Position of Bidder for last 3 Financial Years (in Rs. Crores)

	2019-20	2020-21	2021-22
Paid up capital			
Tangible Net Worth (excluding revaluation reserve)			
Net Sales of the Company			
Out of the above Net Sales, Net Sales from Services			
Gross Profit			
Net Profit (Profit After Tax)			

Note: Enclose

1. Copies of Audited Balance Sheets and P&L statements along with enclosures for last 3 financial years
2. copies of Articles of association and Memorandum of Association
3. copies of certificate of incorporation/certificate of commencement of business
4. copies of certificates of accreditation from ISO, SEI, CMM etc. as applicable

Place

Date Signature

Name & Designation:

Business Address:

ANNEXURE –3

Undertaking Letter to the Bank on the vendor's letter head

To

General Manager – TR/ID,
Central Bank of India
International Division
Integrated Treasury Branch
5th Floor, Chandermukhi
Nariman Point
Mumbai-400021

Sir,

Sub: RFP for the **Automation Software / Middleware for liquidation of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS) Entries** for CENTRAL BANK OF INDIA vide RFP Ref No.: CO:ID:PUR:2022-23:227 Dated **02.01.2023**.

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. Hereinafter referred to as "**RFP**") issued by Bank, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

For.....De
signation:
(Signature and seal of authorized person)

Bidder's corporate name:
Place:
Date:

ANNEXURE- 4

Functional & Technical Evaluation Criteria:

The marks allotted to the responses of the bidder after validation by the Bank's team in functional requirements and technical requirement score will be calculated as under:

For Technical requirement:

$$\frac{\text{Total marks obtained in each category}}{\text{Maximum possible marks (i.e 48)}} \times 20$$

Example:if total mark obtained is 40 for technical requirement then score will be $\frac{40 \times 20}{48} = 17$

For Functional requirement:

$$\frac{\text{Total marks obtained in each category}}{\text{Maximum possible marks (i.e 157)}} \times 40$$

Example:if total mark obtained is 125 in functional requirement, score will be $\frac{125 \times 40}{157} = 32$

S. No.	Evaluation Criteria	Basis of Evaluation	Sub-scores	Max. Total Score
Product Capabilities				
1	Compliance of the product with the technical requirements stated in the RFP	Bidder's responses in RFP response against each line item of the technical requirements. Live demonstration of the product to the Bank.	As per bank's evaluation	20
2	Compliance of the product with the functional requirements stated in the RFP	Bidder's responses in RFP response against each line item of the functional requirements. Live demonstration of the product to Bank.	As per bank's evaluation	40
3	Credential: Offered solution is Implemented or under implementation in Scheduled Banks in India or abroad. (If the solution is under implementation only 50% marks would be	Client credential letter stating the status of implementation	A. 1 Bank – 5 marks B. 2 Banks – 10 marks C. More than 2 banks – 15 marks	15

	counted. For 100% marks, the bidder should present a UAT completion certification.			
Bidder's Experience				
4	Number of Scheduled Commercial Banks in India or abroad where the bidder is implemented a EDPMS/ IDPMS in the last three years.	Client credential letter stating the status of implementation	A. 1 Bank – 1 marks B. 2 Banks – 3 marks C. More than 2 banks – 5 marks	5
Implementation Capabilities				
5	Implementation Approach The bidder would be required to present following for each of the implementation requirements specified in the RFP a. Approach for implementation in the proposed solution b. Assumptions made c. Estimated efforts for implementation of each requirement d. Bidder's experience of solving implementation challenges (especially in Indian PSU)	1. Responses to implementation requirements section on the RFP response 2. Bidder presentation (The presentation should be made by the proposed engagement team, as mentioned in the RFP response)	As per Bank's evaluation	10

	environments) e. Proposed project plan and approach taken to address implementation challenges			
6	Project team experience a. Experience EDPMS/IDPMS Solution implementation b. Awareness of public sector bank requirements /local regulatory requirements c. Number of years of relevant experience	Evaluation of CV provided in the RFP response Project team's presentation & responses to Bank's queries in presentation	As per bank's evaluation	5
7	Reference site visit	Response of reference bank	As per bank's evaluation	5
Total Functional and Technical Evaluation Marks				100

Point to point conformity of the functionality offered as against the required Functional specifications. Marks will be awarded on the following basis:

Unit	Response	Marks
RA	If the functionality is readily available in their solution	1
CU	The functionality to be customized without additional cost before GO LIVE	0

(Note: Filling of the information using terms other than RA/CU such as “OK”, “Accepted”, “Noted”, “Compliance” etc. will be treated as noncompliance and no marks will be allotted for such responses during technical evaluation.

- a) Point to point conformity of the **technical specifications** as against the required technical specifications. Mark will be awarded on the following basis:

Unit	Response	Marks
“A”	the feature is available	1
“U”	the feature is required without additional cost before GO LIVE	0

Scoring Methodology for Implementation Requirements

The bidder is expected to provide, as a part of the technical bid, a detailed document that explains the approach and methodology proposed by the bidder for the implementation requirements listed in the RFP.

The “Approach and Methodology” adopted for the Implementation would be evaluated by the Bank and would at the minimum cover:

- Approach for implementation in the proposed solution.
- Assumptions made by the bidder.
- Estimated efforts for implementation of each requirement (to assess whether the right efforts have been budgeted by the bidder).
- Bidder’s experience of solving implementation challenges (especially in Indian PSU environments).
- Proposed project plan and approach taken to address implementation challenges.

These aspects would be cross checked through evaluation of responses from reference site visits and project team experience evaluation to be done in bid presentations.

Technically qualified Bidders will be shortlisted based on the following criteria:

For qualification in functional and technical-bid:

- Bidder must score at least 75% for functional requirements i.e S.No.1.**
AND
- Bidder must score at least 75% for technical requirements i.e S.No. 2.**
AND
- Bidder must score at least 75% for total functional and technical evaluation marks.**

Bidder scoring as per above criteria will be a qualified bidder for the purpose of commercial evaluation.

However, in case all the Bidders score less than 75%, the Bank may, at its discretion, choose the top scoring Bidders.

Commercial Evaluation Process:

The Bids which are qualified in Technical would be considered for Commercial Bid evaluation. The bidder should furnish their price for the project in their Commercial

Bid to facilitate the commercial evaluation process.

Only technically qualified bidder will be eligible for commercial bid evaluation.

The Bank will award the Contract to the successful Bidder

Commercial Evaluation Marks calculation: -

CB-Low = Lowest Commercial Bid amount

CB-AAA = Commercial Bid Amount of Bidder AAA

C-AAA = Commercial Evaluation mark of Bidder AAA

C-AAA = (CB-Low/ CB-AAA)*100

Evaluation Criteria - Overall

The final selection of a Bidder will be based on the outcome of the Commercial Evaluation process for the qualified bidders in the Technical Bid round.

Bank reserves the right to select the next ranked Bidder if the selected Bidder withdraws his proposal after selection or at the time of finalization of the contract or disqualified on detection of wrong or misleading information in the proposal.

Weighted Evaluation

On the basis of the combined weighted score for functional & technical bid evaluation and commercial bid evaluation, the bidders shall be ranked in terms of the total score obtained. The functional & technical bid evaluation will having 75% weightage while Commercial bid evaluation will have 25% weightage.

The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc.

The bid securing the highest combined marks and ranked H-1 shall be recommended for award of contract.

Example there three bidders AAA, BBB and CCC and have following evaluation

SN	Bidder	Functional and Technical Evaluation Marks (T)	Commercial Evaluation Mark (C)	T * 0.75 (A)	C * 0.25 (B)	Score (S = A +B)
1	AAA	95	45	71.25	11.25	82.50
2	BBB	85	80	63.75	20.00	83.75
3	CCC	75	100	56.25	25.00	81.25

So in this example H-1* = BBB, H-2 =AAA, and H-3 = CCC

H-1 – The bidder scoring the highest combined marks.

ANNEXURE-5

Undertaking for Non-Blacklisting / Non-Debarment /NPA of the bidder

To
General Manager – TR/ID,
Central Bank of India
International Division
Integrated Treasury Branch
5th Floor, Chandermukhi
Nariman Point
Mumbai-400021

Dear Sir(s),

Sub: RFP for the **Automation Software / Middleware for liquidation of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS) Entries** CENTRAL BANK OF INDIA vide RFP Ref No.: CO:ID:PUR:2022-23:227 Dated 02.01.2023.

We, M/s _____, the undersigned, hereby confirm that we have read and understood the eligibility criteria and fulfill the same.

- a) We further confirm that all the information as per requirement of the Bank have been included in our bid.
- b) Further, we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- c) We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government authority/Regulatory Body/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
- d) We have not filed for bankruptcy in any country including India.
- e) We undertake that, we are neither the member nor the immediate family member of board of the directors of the Bank.
- f) We also undertake that, as on date of submission of response no legal case is pending against firm that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.
- g) We also confirm that we are not a NPA holder in any Bank/Financial Institution.
- h) We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.
- i) We also undertake that, as on date of submission of response no legal case is pending against firm that may affect.
- j) We hereby certify that we have read the clauses contained in O.M. No.

6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020, regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfill all the requirements.

We, M/s_____, the undersigned, hereby confirm that we will supply the link with good service of connectivity as mentioned herein technical specifications.

Bank reserves the sole right to decide by itself for discontinuation of contract if the quality of paper is maintained as mentioned in the RFP.

(Deviation to the above if any, the Bidder must provide details of such action(s)

(1)

(2)

(Signature and the capacity of the person duly authorized to sign the bid for and on behalf of)

ANNEXURE – 6

Format of Bank Guarantee (EMD)

To,
General Manager – TR/ID,
Central Bank of India
International Division
Integrated Treasury Branch
5th Floor, Chandermukhi
Nariman Point
Mumbai-400021

Dear Sir,

Sub: RFP for the **Automation Software / Middleware for liquidation of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS) Entries** for CENTRAL BANK OF INDIA) vide RFP Ref No.: CO: ID: PUR:2022-23:227 Dated: 02.01.2023.

In response to your invitation to respond to your RFP for **Automation Software / Middleware for liquidation of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS) Entries** for CENTRAL BANK OF INDIA, M/s

_____ having their registered office at _____ hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for the **Automation Software / Middleware for liquidation of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS) Entries** for CENTRAL BANK OF INDIA, as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the _____ Bank having our Head Office _____ hereby irrevocably guarantee an amount of Rs. 5,00,000/- (Rupees Five Lakh Only) as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

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

- 1.If the Bidder withdraws his proposal during the period of the proposal validity; or
- 2.If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently.

We undertake to pay immediately on demand to CENTRAL BANK OF INDIA the said amount of Rupees Ten Lakh Only without any reservation, protest, demur, or recourse and without referring to the Bidder. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by CENTRAL BANK OF

INDIA which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed Rs. 5,00,000/- only (Rupees Five Lakh Only).
2. This Bank guarantee will be valid up to _____; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before _____ (date of one year after from the date of validity of the B.G. be mentioned here).

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

Yours faithfully,

For and on behalf of

_____ Bank Authorized Official

Note: This guarantee will require stamp duty as applicable and shall be signed by the official whose signature and authority shall be verified. The signatory shall affix his signature, name and designation.

ANNEXURE-7

Format of Pre-Bid Queries to be submitted by the Bidder(s)

Name of the Bidder:

Name of the Contact Person of the

Bidder: Contact Number of the Contact

Person: Email id of the Contact Person:

Sl. No.	RFP Page No.	RFP Clause No.	Original RFP Clause	Subject/Description	Query sought/Suggestions of the Bidder

ANNEXURE-8

MASKED COMMERCIAL BID FORMAT

Part I – Commercial Bid Format for Automation Software / Middleware for liquidation of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS) Entries

(Amount in INR Lakhs)

Sr No.	Item Description	No. of Units (A)	Unit Price (B)	Sub Total Price (A*B)	Total Taxes	Total Price including Taxes
A	Software (for both DC & DR site)					
1	Automation Software / Middleware for liquidation of EDPMS & IDPMS Entries					
2	Middleware (if any)					
3	Third Party Utilities (if any)					
	Software/tools for SLA monitoring					
	OEM charges					
	SUB TOTAL(A)					
B	Environmental Software (For both DC & DR) (To be suggested by the bidder for proposed solution as per their need for the solution)					
	Environmental Software					
	SUB TOTAL(B)					

REQUEST FOR PROPOSAL (RFP) for Automation Software / Middleware for liquidation of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS) Entries



Sr No.	Item Description	No. of Units (A)	Unit Price (B)	Sub Total Price (A*B)	Total Taxes	Total Price including Taxes
C	Implementation, System Integration, Training including migration from existing application					
	Integration of New system with Existing systems					
	SUB TOTAL (A+B+C)					
D	AMC & ATS cost as per Part II					
E	Onsite facility Management (both at DC & DR) (From the date of go live till the expiry of the contract)					
F	Change Management Cost (Cost for 1500 Man days)					
G	Training Cost					
H	Total Cost of Ownership (TCO) (A+B+C+D+E+F+G+H)					

REQUEST FOR PROPOSAL (RFP) for Automation Software / Middleware for liquidation of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS) Entries



Sr No.	Item Description	No. of Units (A)	Unit Price (B)	Sub Total Price (A*B)	Total Taxes	Total Price including Taxes
	Total Cost of Ownership (in words) Rs.....					

Important Notes:

The detailed specifications of all software and the required hardware modules, components are to be attached separately in the Technical Bid supported by Technical Literature/ Product Catalogues/ Brochures, etc. **This is Mandatory.**

1. All estimation to be done for both DC & DR
2. Bidder to clearly provide in the solution the training requirements – number of batches, participants in each batch, how much time, type of training - (functional or technical) and Incorporate them in the pricing

3. AMC & ATS charges to be given in the format (Part-II)
4. Price quoted should be inclusive of all costs and taxes like customs duty, excise duty, import taxes, freight, forwarding, insurance, delivery, installation, training etc. at the respective delivery location of the bank along with only applicable (in India) GST (CGST/SGST/IGST) The Bank will not pay any other taxes, cost or charges. However, the Bank will reimburse Octroi / Entry Tax / equivalent local authority cess etc. additionally on submission of original receipt in the name of "Central Bank of India".
5. In case of discrepancy between figures and words, the amount in words shall prevail.
6. No increase in costs, duties, levies, taxes, charges, etc., irrespective of reasons (including exchange rate fluctuations, etc.) whatsoever, shall be admissible during the currency of the Contract.
7. All user licenses for operating system, database, application etc. should be as per Technical and Functional Requirements.

Part II – Schedule for Annual Maintenance Cost (AMC) and Annual Technical Support (ATS) and Warranty Period

Sr. No.	Module/ Item Description	Annual charges per period including upgrades (if any) for each item (A)	Period 1yr (B)	Total maintenance charges (A*B)
	Total (to be carried forward to Part I)			

*AMC price will be the same for all the years post warranty period and it should be valid till the end of the contract.

AMC cost should be clearly further bifurcated into license cost, maintenance of equipment, ATS etc.

Signature of Bidder-----

Name -----

Business address -----

Place

Date:

ANNEXURE-9

(Letter to be submitted by the OEM/OSD on their official letter head) [The date of issuance of letter from OEM/OSD should be after the RFP Date]

Manufacturer Authorization Form (MAF)

General Manager – TR/ID,
Central Bank of India
International Division
Integrated Treasury Branch
5th Floor, Chandermukhi
Nariman Point, Mumbai-400021

Dear Sir,

Ref: RFP for the **Automation Software / Middleware for liquidation of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS) Entries** for CENTRAL BANK OF INDIA vide RFP Ref No.: CO:ID:PUR:2022-23:227 Dated: 02.01.2023.

..... (Name of the OSD/OEM) who are established and reputable Original Solution Developer/Original Equipment Manufacturer of (Software/Equipments) having registered office address at,, do hereby authorize M/s (Name and address of the Bidder) who is the bidder submitting its bid pursuant to the Request for Proposal issued by CENTRAL BANK OF INDIA on behalf, to submit a Bid and negotiate and conclude a contract with you for supply of Software/ Solution manufactured by us against the Request for Proposal received from your bank by the Bidder and we have duly Authorized the Bidder for this purpose.

We hereby extend our guarantee/ warranty and AMC as per terms and conditions of the RFP Noand the contract for the equipment/Software and services offered for supply against this RFP No..... By the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP No..... in respect of such equipments/Software and services.

We undertake to provide back-to-back support for spare and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during the entire contract period if the above bidder authorized by us fails to perform in terms of the RFP.

Yours Faithfully

Authorized Signatory

Name:

Phone No.

Fax

E_mail

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

ANNEXURE-10

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

To
General Manager – TR/ID,
Central Bank of India
International Division
Integrated Treasury Branch
5th Floor, Chandermukhi
Nariman Point
Mumbai-400021

Dear Sir,

Reg : RFP for the **Automation Software / Middleware for liquidation of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS) Entries** for CENTRAL BANK OF INDIA) vide RFP Ref No.: CO: ID: PUR:2022-23:227 Dated: 02.01.2023.

We _____(bidder name), hereby declare that if we withdraw/modify our bids during period of bid validity, our participation in future tenders is liable to be suspended for 2 years from the date of submission of Bid.

We, also hereby declare that:

1. 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 and
2. In case, we become successful bidder and if:
 - a) we fail to execute Contract within the stipulated time or
 - b) we fail to furnish Performance Bank Guarantee within 30 days from the issue of letter of intent as stipulated in this RFP document. Then, our participation in future tenders is liable to be suspended for 3 years from the date of submission of bid.

Yours faithfully,

Authorized Signatory Name:

Designation:

Bidder's Corporate Name Address:

Email

Phone no

ANNEXURE-11

Application Integrity Statement

(To be submitted in the Company Letter Head with technical Bid)

We undertake, that application supplied for **Automation Software / Middleware for liquidation of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS) Entries** for CENTRAL BANK OF INDIA and other applications provided to Bank as per the scope of this RFP is free of malware, free of any obvious bugs, and free of any covert channels in the code.

Authorized signatory

Name:

Designation:

Place:

Date:

ANNEXURE -12

Non-Disclosure Agreement

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

BETWEEN

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

AND

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

The Bidder 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:

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

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

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality

prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

2. **Non-disclosure:** The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a 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 therefor.

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

3. **Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.
4. **Term:** This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease rights to 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.

In addition to above Bank will have recourse to have remedies through arbitration, if required.

8. Entire Agreement, Amendment, Assignment: This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

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

10. General: The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights

or any right of third persons.

11. Indemnity: The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party, its 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-13

PROFORMA FOR DEED OF INDEMNITY
(To be stamped as per the Stamp Law of the Respective State)

This Deed of Indemnity executed at On the _____ day of _____ by
M/s

_____ (Hereinafter referred to as “the Obligor” which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

CENTRAL BANK OF INDIA a body corporate constituted under the Banking Companies (Acquisition and transfer of undertakings) Act, 1970, having its Head Office at ____ (hereinafter referred to as “CENTRAL BANK OF INDIA”, which expression unless expressly excluded or repugnant to the context shall also include its successor, assigns, attorneys, agents, representatives, authorized officer and all and any such officer having the power and authority to represent the Bank).

WHEREAS

1. The Obligor has

- A. offered to provide solution for the **Automation Software / Middleware for liquidation of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS) Entries** for CENTRAL BANK OF INDIA with the specifications as prescribed in the Agreement / Contract dated _____ during the period of **five years** from the date of acceptance of the purchase orders issued by the Bank from time to time. The Supply of solution by the obligor is herein after referred to as “**Supply**”.
- B. Agreed to install and provide comprehensive maintenance for the Equipments, material used and workmanship by them in terms of the Agreement / Contract dated _____ and respective Purchase Orders issued from time to time during the contract period of 5 years if required at the discretion of CENTRAL BANK OF INDIA. (The installation and maintenance are herein after collectively referred to as “**Service/s**”).
- C. Represented and warranted that they have all permissions, consents, approvals from all authorities, both regulatory and non-regulatory, for providing solution for the **Automation Software / Middleware for liquidation of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring**

System (IDPMS) Entries for CENTRAL BANK OF INDIA.

- D. Represented and warranted that the aforesaid supply/services offered to CENTRAL BANK OF INDIA do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied, the same will be got remedied immediately during the installation, maintenance and contract period to the satisfaction of CENTRAL BANK OF INDIA.
- E. Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Contract/ Agreement with CENTRAL BANK OF INDIA.
2. One of the conditions of the aforesaid Agreement is that the Obligor is required to furnish an indemnity in favor of CENTRAL BANK OF INDIA indemnifying the latter against any claims, losses, costs, actions, suits, damages and / or otherwise arising due to or on account of Obligor's violations of any trademarks, patents, copyrights and licenses, the applicable laws, regulations, guidelines during the Supply / Services to CENTRAL BANK OF INDIA as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor of the terms and conditions of the RFP/SLA.
3. In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of CENTRAL BANK OF INDIA as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:-

In consideration of CENTRAL BANK OF INDIA having agreed to award the aforesaid contract to the Obligor, more particularly described and stated in the aforesaid Agreement/Contract, the Obligor do hereby agree and undertake that:-

- (1) The Obligor shall, at all times hereinafter, save and keep harmless and indemnified CENTRAL BANK OF INDIA, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against CENTRAL BANK OF INDIA by whomsoever and all losses, damages, costs, charges and expenses that CENTRAL BANK OF INDIA may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws,

regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period.

- (2) The Obligor further agrees and undertakes that the Obligor shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
- (3) The Obligor further agrees to provide complete documentation of all Equipments/accessories/and other software, they are having. The Obligor shall also indemnify and keep indemnified CENTRAL BANK OF INDIA against any levies/penalties/claims/demands, litigations, suits, actions, judgments, in this regard.
- (4) If any additional approval, consent or permission is required by the Obligor to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
- (5) The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement/Contract or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of CENTRAL BANK OF INDIA or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.
- (6) The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to CENTRAL BANK OF INDIA).
- (7) This indemnity shall survive the aforesaid Agreement.
- (8) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.
- (9) This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at Mumbai. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other

manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

(10) CENTRAL BANK OF INDIA may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of CENTRAL BANK OF INDIA

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and year first above written.

Signed and Delivered on behalf of (_____)

By the hand of (_____) the authorized official of the Obligor)

ANNEXURE-14

Undertaking Letter on the bidder's letter head for Central Minimum Wages Act & Labour Laws

To,
General Manager – TR/ID,
Central Bank of India
International Division
Integrated Treasury Branch
5th Floor, Chandermukhi
Nariman Point
Mumbai-400021

Sir,

Sub: Confirmation for Government Rules relating to Minimum Wages:

Ref: RFP for Automation Software / Middleware for liquidation of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS) Entries for CENTRAL BANK OF RFP Ref. No. CO: ID: PUR: 2022-23:227 Dated: 02.01.2023.

Further to our proposal dated in response to the Request for Proposal (Bank's tender No.....herein referred to as RFP) issued by Bank, we hereby covenant, warranty and confirm as follows:

In this regard we confirm that the employees engaged by our Company to carry out the services in your bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. All the employees/operator deployed by the successful bidder for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident Fund and ESIC facility standard. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non-compliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed by Labour Commissioner towards non-compliance to the "Minimum Wages / Salary stipulated by government in the Act by your company.

(Proof of compliance and labour license needs to be submitted along with the quotation)

Yours faithfully,

Authorised Signatory Designation

Bidder's corporate name

Place: Date:

ANNEXURE- 15

Escalation Matrix

Ref: RFP for Automation Software / Middleware for liquidation of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS) Entries for CENTRAL BANK OF INDIA
RFP Ref. No. Your RFP CO:ID:PUR:2022-23:227___ Dated : 02.01.2023.

Sr.	Name	Designation	Full Office Address	Phone No	Mobile	Email address
a		First level Contact				
b		Second Level contact				
c		Third Level Contact				
d		Country Head				

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

Date:

Signature with seal

Name:

Designation:

ANNEXURE- 16

List of Existing Applications

S. No	Area of Operation	Application Name	Bidder/ Supplier	Database	Platform
1	Core Banking solutions (CBS)	B@NCS24	TCS	Oracle	Sun Solaris
2	ATM-Switch	Electra EFT	Electra Card Services	Oracle	Sun Solaris
3	Anti-Money Laundering Solution (AML)	AMLOC	3INFOTECH	Oracle	Linux
4	Risk Assessment Model	RAM	CRISIL	Oracle	Windows
5	Internet Banking (Internet / Mobile / SMS Banking)	e-Bankwork	TCS	Oracle	Sun Solaris
6	Loan Life cycle Management System (LLMS)	CLASS	SysArc Pvt. Ltd.	DB2	Windows
7	Mobile Payment (IMPS)	IMPS NPCI	TCS	Oracle 11G	Sun Solaris
8	Asset Liability Management (ALM) SDR	SUNGARD	IBM	DB2	AIX
9	HRMS	People Soft-HCM9.1 (People Tool 8.50)	IBM	Oracle 11GR2	AIX 6.1
10	Direct Taxes	B@NC24	TCS	Oracle	Sun Solaris
11	Excise Duty & Service Tax	B@NC24	TCS	Oracle	Sun Solaris
12	GST(CGST/SGST/IGST) State & Govt. Taxes	Internet Banking	TCS	Oracle	Sun Solaris
13	Treasury	BANCS Treasury	TCS	Oracle	Sun Solaris
14	Market Risk	SAS	TCS	Oracle	Sun Solaris
15	AssetClassification, Provisioning & Report Generation of Loans & Advances	B@NC24	TCS	Oracle	Sun Solaris

REQUEST FOR PROPOSAL (RFP) for Automation Software / Middleware for liquidation of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS) Entries



S. No	Area of Operation	Application Name	Bidder/ Supplier	Database	Platform
16	Credit Risk	SAS	TCS	Oracle	Sun Solaris
17	Cash Management System	iCashPro	Aurion Pro	MS-SQL	Windows
18	Data Archival Solution	Data Archival for B@ncs	Virmati	Oracle	Windows
19	MIS	B@NC24	TCS	Oracle	Sun Solaris
20	Demat	DP-Secure	CMC	Oracle	Windows
21	Financial Transaction Management software	M-Queue	IBM / TCS	DB2	AIX
22	Payments	NEFT	IDRBT	Oracle	Windows
23	Payments	RTGS	RBI	Oracle	Windows
24	Payments	PDO-NDS	RBI	Oracle	Windows
25	Trade Finance	FX-24	Intellect Design Arena Ltd	Oracle	Sun Solaris
26	Credit Card	Central Card	IN SOLUTION GLOBAL	Oracle	Linux
27	Centralized Pension Payment System	CPPC	TCS	Oracle	Windows
28	Application Supported By Blocked Amount	ASBA	TCS	Oracle	Windows
29	Rating Model for Retail	Credit	INHOUSE	MS-SQL	Windows
30	Mail Messaging System	IBM Lotus	IBM /PCS Technologies	IBM-Proprietary NSF system	Suse Linux & Windows
31	Electronic Data Interchange (EDI)	ICES 1.0	CBEC	Oracle	Windows
32	International Funds Transfer	SWIFT	Cambridge Solution (to check)	Oracle	Windows & AIX

REQUEST FOR PROPOSAL (RFP) for Automation Software / Middleware for liquidation of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS) Entries



S. No	Area of Operation	Application Name	Bidder/ Supplier	Database	Platform
33	Biometric Authentication	Biometric	Smartchip	MY-SQL	RedHat Linux
34	Single Data Repository	MIS	IBM	DB2	Windows, AIX, Linux, solaris
36	EFRMS	RMD	FIS	-	Windows
37	LLMS	LLMS	SYSARC	Oracle	LINUX

ANNEXURE- 17

Reference Site Details.

The reference sites submitted must be necessarily of those banks where the proposed vendor /OEM'S product has been awarded the contract in the last three years prior to the date of RFP. For those references where the offered solution is accepted but implementation is not started, the acceptance should be valid as on the last date for submission of bids at Central Bank of India. Reference site details include only those where implementation of the proposed EDPMS/ IDPMS solution has been done by the bidder only.

Particulars	Response
Name of the Bank/ Financial Institution	
Country of Operation	
Address of the Organization	
Annual Turnover of the Organization for the Financial Year 2021-2022	
Date of commencement of Project	
Date of completion of Project	
Scope of Work for Solution	
Number of concurrent users and the geographical spread of the implementation	
Average Team size for the entire project (Please mention the names and roles of all the other third parties involved)	
Name of the contact person for reference	

ANNEXURE-18

Past Experience Details

Implementation in India

List of major customers where the offered EDPMS/IDPMS solution is implemented in the last 3 years in INDIA and their reference details

S No.	Name and complete Postal Address of the Customer	Brief Scope of work (specify the size of the bank, the approaches supported etc.)	Attach reference Letter	Project Status (Completed/ Under implementation)
1	2	3	4	5

Implementation Outside India

List of major customers where the offered EDPMS/IDPMS solution is implemented Outside India in the last 3 years and their references

S No.	Name and complete Postal Address of the Customer	Brief Scope of work (specify the size of the bank, the approaches supported etc.)	Attach reference Letter	Project Status (Completed/ Under implementation)
	2	3	4	5

(Enclose necessary documentary proof)

ANNEXURE- 19

Training Requirements

Training to following target groups have to be provided by the SI/OEM before Go live of the proposed solution

Sl.	Target Group	Batch	Batch Size	Location	Duration
1	Training to Core Team(including staff of International Division and selected branches)	1	30	Mumbai/Nav Mumbai	5 working days
2	Training to Faculty of Training colleges/Staff Training centres	2	30	Mumbai/Nav Mumbai	5 working days
3	Training to Forex branch users	6	30	SPBT, Mumbai/CBOT Kolkata/CBOTC Bhopal/or any other place decided by banks	5 working days

Please provide descriptive answers to the following questions on **Automation Software / Middleware for liquidation of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS) Entries**

Sr. No.	Requirements	Response
1	How many Implementation trainings (EDPMS/IDPMS) have been undertaken by the Bidder so far?	
2	Please provide a brief description on the Training approach taken by the Bidder.	
3	Please answer the following about the trainers in-charge of conducting the training on behalf of the Bidder for the Bank:	
3.1	Median experience of all trainers with the Bidder who would be involved with the Project	
3.2	Median experience of all trainers involved with the Project as trainers	
3.3	Median experience of all trainers involved with the Project, working / training on the solution proposed by the Bidder	

Sr. No.	Requirements	Response
4	Please provide a sample training response and feedback from previous implementations?	
	Also, please give details of the following:	
4.1	Name of the Bank where product was implemented and the training conducted	
4.2	Date and place where training conducted	
4.3	Training audience	
4.4	Indicative rating [if any provided]	
	Note: Please attach the feedback in a separate document with proper cross-referencing.	
5	Please specify the various modes through which the training will be delivered? [e.g. Classroom training, Online self-help training modules within application / e-learning modules, Quiz, etc.]	

ANNEXURE- 20

PRE CONTRACT INTEGRITY PACT

(To be stamped as per the Stamp Law of the Respective State)

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 enclosed. 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 therein.

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 & Chief Executive Officer, 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. In case of sub-contracting, the Principal contractor shall take the responsibility of the Integrity Pact by the sub-contractor.

- 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. Parties to this agreement agree that they shall not approach the courts while representing the matter to IEM and will await IEM's decision in the matter.
- 6) The Monitor will submit a written report to the MD & 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 MD & CEO CENTRAL BANK OF INDIA, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the MD & 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 MD & 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.”
- 6) Any violation of this Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings with the Bank.

(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

1. GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.1 There shall be compulsory registration of agents for all Global (Open) Tender and Open Tender. An agent who is not registered with CENTRAL BANK OF INDIA shall apply for registration in the prescribed Application –Form.

1.2 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/retainer ship being paid by the principal to the agent before the placement of order by CENTRAL BANK OF INDIA.

1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order

2. DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA. IF ANY.

Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Bank, it shall be confirmed whether it is real substantial Bank and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by CENTRAL BANK OF INDIA in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by CENTRAL BANK OF INDIA in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the

agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by CENTRAL BANK OF INDIA. Besides this there would be a penalty of banning business dealings with CENTRAL BANK OF INDIA or damage or payment of a named sum.

3. GUIDELINES ON BANNING OF BUSINESS DEALING

3.1 Introduction

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

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

3.2 Scope

- 3.2.1 The General Conditions of Contract (GCC) of CENTRAL BANK OF INDIA generally provide that CENTRAL BANK OF INDIA reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 3.2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
- 3.2.3 However, absence of such a clause does not in any way restrict the right of Bank (CENTRAL BANK OF INDIA) to take action / decision under these guidelines in appropriate cases.
- 3.2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

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

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

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

4. Definitions

In these Guidelines, unless the context otherwise requires:

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

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

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

a) If one is a subsidiary of the other.

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

d) If management is common;

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

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

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

b) For banning of business dealings with Foreign Suppliers of imported goods, CENTRAL BANK OF INDIA Executive Directors" Committee (EDC) shall be the „Competent Authority". The Appeal against the Order passed by EDC, shall lie with MD & CEO, as First Appellate Authority.

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

d) For Zonal Offices only

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

e) For Corporate Office only

For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Head of BSD shall be the Competent Authority" and concerned Executive Director (BSD) shall be the "Appellate Authority".

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

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

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

5. Initiation of Banning / Suspension

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

Suspension of Business Dealings

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

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

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

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

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

i) Suspension of the foreign suppliers shall apply throughout the Bank including Subsidiaries.

ii) Based on the complaint forwarded by ED (BSD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, BSD to place it before Executive Directors Committee (EDC) with ED (BSD) as Convener of the Committee. The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, BSD.

iii) If EDC opines that it is a fit case for suspension, EDC may pass necessary orders which shall be communicated to the foreign supplier by ED, BSD.

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

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

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

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

- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or CENTRAL BANK OF INDIA, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.;
- 6.4 If the Agency continuously refuses to return / refund the dues of CENTRAL BANK OF INDIA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging /forging /tampering of documents;
- 6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Bank (CENTRAL BANK OF INDIA) or it's official in acceptance / performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Bank (CENTRAL BANK OF INDIA) or not;
- 6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide/ unlawful acts or improper conduct on his part in matters relating to the Bank (CENTRAL BANK OF INDIA) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the Bank (CENTRAL BANK OF INDIA), forcefully occupies, tampers or damages the Bank's properties including land, water resources, forests / trees, etc.

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

7. Banning of Business Dealings

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

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

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

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

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

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

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

- Banning of the agencies shall apply throughout the Bank including Subsidiaries.
- Based on the complaint forwarded by ED (BSD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to

deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, BSD to place it before Executive Directors" Committee (EDC) with ED (BSD) as Convener of the Committee.

- The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, BSD.
- If EDC opines that it is a fit case for initiating banning action, it will direct ED (BSD) to issue show-cause notice to the agency for replying within a reasonable period.
- On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED (BSD) to EDC for consideration & decision.
- The decision of the EDC shall be communicated to the agency by ED (BSD).

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

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

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

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

9. Show-cause Notice

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

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

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

- a) For exonerating the Agency if the charges are not established;

- b) For removing the Agency from the list of approved Suppliers / Contractors, etc.

- c) For banning the business dealing with the Agency.

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

10. Appeal against the Decision of the Competent Authority

- 10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11. Review of the Decision by the Competent Authority

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

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

- 12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.
- 12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.
- 12.3 If business dealings with any Agency has been banned by the Central or State Government or any other Public Sector Enterprise, CENTRAL BANK OF INDIA may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.
- 12.4 Based on the above, Zonal Offices may formulate their own procedure for implementation of the Guidelines and same be made a part of the tender documents.

ANNEXURE-21

Undertaking by the Bidder

To
General Manager – TR/ID,
Central Bank of India
International Division
Integrated Treasury Branch
5th Floor, Chandermukhi
Nariman Point
Mumbai-400021

Dear Sir,

If our bid is accepted, we undertake to implement the solution at any location / branch identified by Bank. We understand that it is a centralized deployment and there is a scope for extending the solutions to more number of branches which will be decided by the bank in future, without any additional licensing or other costs to the bank

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

ANNEXURE-22

Implementation Team Profile

A. Bidder Implementation Capability

S No.	Requirement	Response
1.	Current strength of employees in the bidder organization with experience on the proposed product(s)	
2.	Current strength of employees in the bidder organization with experience in similar projects	
3.	Does the team possesses in-depth knowledge of the industry and is thereby capable of bringing independent market knowledge to the bank?	
4.	Certifications possessed by the Bidder in connection with the quality of internal processes and services delivered/ methodology used in delivery	
5.	Approach to ensure adequate quality control throughout the course of the project	
6.	Certified professional of Trade Finance with experience of the offered application product in the team	
7.	Trade Finance personnel to be part of implementation team.	

B. Team Profile

Name	
Proposed Role on this Project	
Designation	
Professional Qualifications	
Certified Professional of the product (Yes / No), If yes, specify?	
Experience with the bidding firm	
Experience with other companies	
Membership in any professional body	
Details of projects handled with details of client, representing which organization, as member of the team or team leader etc.	

Note:

- Include details of team members who will be involved in the project.
- Relevant experience refers to the experience of the employee on either exactly the same product / set of products being proposed or on similar projects.
- **Proposed team structure** with count, profile, experience Level and skills to be provided by bidder along with proposed solutions profile, #, skills) etc. to be provided in RFP response.

ANNEXURE-23

Important Project Timelines

Project Milestone	Time lines
Period within which the successful Bidder should submit acceptance of the purchase order.	7 days
Period within which Performance Bank guarantee is to be submitted by the successful Bidder upon notification of award of contract (acceptance of the purchase order).	21 days (grace period of 4 days)
Time for finalizing and signing the MSA/SLA	30 days after the acceptance of the purchase order.
Project Period (Contract period)	5 Years from the date of signing MSA/SLA agreement
Period for the entire solution to be ready for GO LIVE after signing of MSA/SLA agreement. (Bidder to specify detailed timelines for each phase and milestone of Delivery of the project and overall project completion time expected.)	3 Months (One month for preparation of System Requirement Specification (SRS) 1 months for customization / parameterization 1 months for UAT /interfaces testing/data migration.)
Trainings	As planned by the bank as per scope of this RFP

ANNEXURE-24

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with the stamp act)

1. In consideration of CENTRAL BANK OF INDIA, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its Central office at ChanderMukhi, Nariman point, Mumbai (hereinafter called "Purchaser") having agreed to exempt M/s **(Name of the Selected bidder Company)** a Company incorporated under the Companies Act, 1956 having its registered office at **(Address of the Selected bidder company)** (hereinafter called "SELECTED BIDDER") from the demand, under the terms and conditions of Purchaser's Letter of Intent bearing no.dated issued to the Vendor (hereinafter called "Purchase Order") in pursuance of Request For Proposal no. -----as modified, of security deposit for the due fulfillment by the VENDOR of the Terms and conditions contained in the Purchase Order and the terms and condition of Service Level Agreement, on production of a Bank Guarantee for Rs.....(Rupees..... Only).

We,..... [Indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "Bank") at the request of [VENDOR] do hereby undertake to pay to Purchaser an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by Purchaser by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement.

2. We [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from Purchaser stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We undertake to pay to Purchaser any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR shall have no claim against us for making such payment.

4. We ... [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said have been fully paid and its claims satisfied or discharged or till Purchaser certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.
5. We [Indicate the name of bank ISSUING THE GUARANTEE] further agree with Purchaser that Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said VENDOR from time or to postpone for any time, or from time to time any of the powers exercisable by CENTRAL BANK OF INDIA against the said VENDOR and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said VENDOR or for any forbearance, act or omission on the part of CENTRAL BANK OF INDIA of any indulgence by CENTRAL BANK OF INDIA to the said VENDOR or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the VENDOR.
7. We, [Indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of Purchaser in writing. Notwithstanding anything contained herein:
- i) Our liability under this Bank Guarantee shall not exceed Rs.....
(Rupees.....) only.
 - ii) This Bank Guarantee shall be valid upto and
 - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand

on or before date of one year after the expiry of B.G).

8. Dated the day of for [Indicate the name of Bank]

NOTE:

1. Selected vendor should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bank guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.

ANNEXURE-25

Undertaking from Bidder for post implementation support and annual Technical support

Note: This Undertaking from the Bidder should be on the letterhead of the Bidder and should be signed by the authorized signatory

Date:

To
General Manager – TR/ID,
Central Bank of India
International Division
Integrated Treasury Branch
5th Floor, Chandermukhi
Nariman Point
Mumbai - 400021

Dear Sirs,

We have sized the proposed Application licenses based on the terms defined in the RFP. However, if the same fails to achieve the required performance as defined, we agree to supply additional software licenses and support to meet the performance requirements as defined in the RFP at no incremental cost to the Bank.

We undertake to extend the post implementation On-site support services like helpdesk, data backup, user management, database management/ maintenance, updation of data, maintaining integrity of data, loading application upgrades, technical support for adhoc queries, archival of data, any other technical support etc. as per the requirement mentioned in RFP.

We undertake that the solution/product offered is compatible with all the guidelines issued by regulatory/government bodies.

Yours faithfully,

(Name of Authorized Signatory)
(Designation)
(Name of Producers)

ANNEXURE-26

Certificate for local content

<Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.>

Date:

To

General Manager – TR/ID,

Central Bank of India

International Division

Integrated Treasury Branch

5th Floor, Chandermukhi

Nariman Point

Mumbai-400021

Dear Sir,

Ref : RFP No.

This is to certify that proposed _____ <product details> is having the local content of _____ % as defined in the above mentioned RFP.

This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 dated 15-6-2017 as revised on 16-9-2020, referred to hereinabove.

Signature of Statutory Auditor

Cost Auditor

Name/Company

Registration Number

Seal

Counter Signed:

Bidder
Name & Signature of authorized signatory
In the capacity of
Duly authorized to sign bid

OEM
(supported by Board Resolution/POA)

OEM
Name & Signature of authorized signatory
(In the capacity of)
Duly authorized to sign for and on behalf of

ANNEXURE-27

Bidder's Particulars

S N	Particulars	
1	Name of the Bidder	
2	Name of Contact person Mobile No: Landline No:	
3	Address for communication (with Pin code)	
4	i. Email ID ii. Alternative Email ID	
5	GST Number	
6	PAN Number	
7	Bank Details	
8	Details of Document cost / Tender fee	UTR/Reference No. date & Amount
9	Details of EMD	BG/UTR/Reference No. date & Amount
10	Exemption Certificate details (if applicable). Eg: MSE/Udyog Aadhar certificate etc	Please upload copy of the same along with details

Signature with Date & Seal
Name
Designation

ANNEXURE-28

Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure

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

**General Manager – TR/ID
International Division,
Integrated Treasury Branch
5th Floor, Central Bank of
India
Chandermukhi Building
Nariman Point
Mumbai - 400021**

We, M/s ----- are a private/public limited company/LLP/Firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at -----

--

----- (referred to as the "Bidder") are desirous of participating in the RFP Process in response to your captioned RFP and in this connection, we hereby declare, confirm and agree as under:

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

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

Please strike off whichever is not applicable

1. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is not from such a country."
2. "I/ we have read the clause regarding restrictions on procurement from a

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

Further In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of bank. Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

3. We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the RFP process. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.
4. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order including the words defined in the said order.

Dated this.....by..... 2023

Yours faithfully,

Authorized Signatory
Name:

Designation:

Firm/bidder's Corporate

Name

Address

Email and Phone #

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)
2.