



**Request for Proposal (RFP) for
Engagement of Consultant for
Implementation of Internal
Financial Controls over
Financial Reporting**

RFP reference no. CBI / F&A /IFCO/02/
2023-24 Dated 18/04/2023

Central Bank of India
F&A Department
4th Floor Chander Mukhi Building
Nariman Point, Mumbai -
400021

DISCLAIMER

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

Key Information on the RFP Response Submission

RFP for appointment of consultant for Implementation of Internal Financial Control over Financial Reporting		
1.	RFP issuance No	CBI / F&A /02/2023-24 Dated 18/04/2023
2.	RFP Issuance date	18/04/2023
3.	RFP Coordinator	Mr. Rajat Mishra, AGM, F&A
	Telephone	022-66387713
	Email ID	agmcad@centralbank.co.in Along with details of E-Bidder- Containing below mentioned information Name of Company, Contact person, Mailing address with Pin code, Telephone no., Mobile no., Email Id etc.
	Address for Proposal Submission	4 th Floor, Chandermukhi, Nariman Point, Mumbai 400021
4.	Last date for requesting any clarifications	25/04/2023 3.00 PM
5.	Pre Bid Meeting	25/04/2023 3.30 PM
6.	Response of Pre Bid meeting	
7.	Last date and time for receipt of bid	16/05/2023 3.00 PM
8.	Opening of Technical Bids Place: Bank's Central Office, Finance & Accounts, 4th floor Mumbai-400021	16/05/2023 3.30 PM
9.	Presentation by shortlisted successful Bidders with successful technical bids	-
10.	Opening of Commercial Bids Place: Bank's Central Office, Finance & Accounts, 4th floor Mumbai-400021	-
11.	Cost of RFP / Bid Purchase Amount (Nonrefundable)	₹2,000/-
12.	Bid Security / Earnest Money	₹80,000/-

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1. Introduction

Central Bank of India is a public sector bank in India constituted in 1911 under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970. Central Bank of India had a business of over Rs 553768 Crores as on 31-Dec-2022. Bank has a network of 4493 branches, spanning 65.00% branches in rural and semi-urban areas, 3264 ATMs, 10765 BC outlets across the country as on 31st Dec 2022.

Key financial performance parameters for the financial year ended Dec 31, 2022 are as under:

- Business (Deposits & Gross Advances) stood at Rs 553768 crore.
- Total Deposit & Gross Advances stood at Rs 344847 crore and Rs 208921 crore.
- CASA deposits are 51.22% of total deposits.
- Capital Adequacy Ratio (CRAR) under Basel III stood at 13.76% with CET I of 11.92%.
- Net Interest Margin (NIM) stood at 3.43% for the end of 9 months ended Dec 2022

The Bank has following subsidiary and Associates:

a) Subsidiaries

- i. Centbank Home Finance Ltd.
- ii. Centbank Financial Services Ltd.

b) Associates

I. Regional Rural Banks-

- i. Uttar Bihar Gramin Bank, Muzzaffarpur
- ii. Uttarbanga Kshetriya Gramin Bank, Cooch Behar

II. Indo-Zambia Bank Ltd.

2. Background

In terms of Section 143(3) (i) of Companies Act 2013, w.e.f. financial year 2015-16, the report of the Statutory Auditors, which is only in the context of the audit of the financial statements relating to Internal Financial Controls Over Financial Reporting, shall state whether the Bank has,

- a) adequate internal financial controls system in place and
- b) the operating effectiveness of such controls.

The Institute of Chartered Accountants of India (ICAI) has also issued a Guidance Note on Audit of Internal Financial Controls Over Financial Reporting (hereinafter referred to as the “Guidance Note”) in September, 2015.

Reserve Bank of India vide their circular No. DOS.ARG.No.6270/08.91.001/2019-20 Dt. March 17, 2020 has advised Banks to inform SCAs to report on following items in their “Independent Auditors’ Report” for FY 2019-20 onwards:

- Whether the Bank has adequate internal financial control system in place and the operating effectiveness of such controls.

Thereafter, based on the representations received by RBI from some of the Banks expressing certain difficulties in implementation of the reporting requirements, RBI vide its communication dated May19,2020 came out with the modification in this regard , Quote

“Some of the Banks have expressed certain difficulties in implementation for FY 2019-20. Upon examination, it has been decided to make the above reporting requirement as optional for FY 2019-20. Those banks which are using this option, are advised to prepare themselves for its implementation during the financial year itself so that reporting in this regard can be made compulsorily from FY 2020-21.

In line with substitution of words “Internal Financial Control System” in section 143 (3) (i) of the Companies Act, 2013, by the words “Internal Financial Controls with reference to Financial Statement” as per the clause 43 (ii) of Companies Act, 2017, the reporting requirement of para 2(v) of the said letter stands modified to ‘Whether the Bank has adequate Internal Financial Controls with reference to Financial Statements and the operating effectiveness of such controls’.”

Unquote:

Accordingly, our bank had adopted for making reporting on Internal Financial Controls, optional for 2019-20. However Internal Financial Control System on Financial Reporting is to be implemented from current financial year 2020-21.

The scope of the assignment for the consultant will broadly include the following:

Set up base “Framework” and document the same for IFCO-FR compliance at granular level for all Business Verticals/ Departments (both at the Regional / Zonal Level and Corporate Level).

IFCO-FR is applicable to standalone as well as consolidated financial statements. However, subsidiaries and associates are separate entities and compliance of IFCO-FR will be taken care of by the respective entities. Scope of work will cover all Operations of Central Bank of India on standalone basis and process of preparation of consolidated financial statements.

Ensure compliance with respect to existing controls and suggest further controls, validation of all the controls and verifying all the processes for ensuring compliance. Set up a process and certify the quarterly Internal Compliances under IFCO FR process for submission to the Board of Directors/ Audit Committee of the Board beginning from the year ending June 23. The detailed Scope of Assignment is given in **RFP Clause 6**.

3. Definition

- 3.1. ‘Bank’ means unless excluded by and repugnant context or the meaning thereof, shall mean ‘Central Bank of India’, described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successors and permitted assigns.
- 3.2. “Group” collectively includes both the subsidiaries and associates of the Bank
- 3.3. ‘RFP’ means this Request for Proposal prepared by Central Bank of India for Engagement of Consultant for Implementation of Internal Financial Controls over Financial Reporting.

- 3.4. “Bidder/ Applicant/ Consultant” means the entity or firm who is submitting its proposal for providing services to Bank.
- 3.5. “Partner” means a professional sharing profit in a chartered accounting firm/ LLP as defined under Limited Liability Partnership Act, 2008.
- 3.6. “Personnel/ Professional” means full time staff with minimum qualification of Chartered Accountant and on the payroll of the Bidder.
- 3.7. ‘Contract’ means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 3.8. “Proposal/ Bid” means the technical proposal and the Commercial/ Financial proposal.
- 3.9. “Assignment” or “Services” or “Job” means the work to be performed by the Consultant pursuant to the contract.
- 3.10. “Scope of Assignment” means the document included in the RFP which explains the scope of work, activities, tasks to be performed, etc.
- 3.11. ‘Consultancy’ means providing services for Engagement of Consultant for Implementation of Internal Financial Controls over Financial Reporting.
- 3.12. “Terms of Reference” (TOR) means the document included in the RFP which explains the scope of work, activities, tasks to be performed, etc.
- 3.13. “Financial Reporting” in “Internal Financial Control over Financial Reporting” means Standalone as well as Consolidated Financial Reporting

Confidentiality

This document is meant for the specific use by the Organizations interested in participating in the RFP process. This document in its entirety is subject to Copyright Laws. Central Bank of India expects the Bidder or any person acting on behalf of the Bidder to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Recipient will be held responsible for any misuse of information contained in the document, and is liable to be prosecuted by the Bank in the event that such a circumstance is brought to the notice of the Bank. By virtue of issuance of this RFP document, the Recipient is subject to the confidentiality clauses.

4. Invitation of E-Tender Bids

The Bank invites Only E- Tender Proposals (the “Proposals”) for selection of a consultant for implementation of IFCO-FR as per the Scope of Assignment given in RFP Clause 6. The bidders/ applicants desirous of taking up the project are invited to submit their proposal in response to this RFP. The criteria and the actual process of evaluation of the response to the RFP and subsequent selection of the Successful Bidder (SB) will be entirely at Bank’s discretion. The bidders/ applicants should have necessary experience, capability and expertise to perform, as per the scope of work and to adhere to the Bank’s requirements/ terms and conditions outlined in the RFP. The RFP is not an offer by Central Bank of India, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal

contract is signed and executed by duly authorized official(s) of Central Bank of India with a Successful Bidder.

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

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

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

The document may be obtained from the Bank at the communication address given below or can be downloaded from Bank's Website www.centralbankofindia.co.in or from government portal www.eprocure.gov.in

Assistant General Manager,
Finance and Accounts Department
Central Bank of India,
4th Floor, Chandermukhi Building,
Nariman point, Mumbai-400021

5. Eligibility Criteria

Only those E-Bidders who fulfill the criteria are eligible to respond to the RFP. No Manual Bid offer will be accepted . Document/s in support of eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfill any of the eligibility criteria are liable to be rejected.

The E-Bidder needs to comply with all the eligibility criteria mentioned below to be evaluated in Eligibility bid evaluation phase. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation criteria. Any credential detail not accompanied by required relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide. The decision of the Bank would be final and binding on all the Bidders to this document. Central Bank of India may accept or reject an offer without assigning any reason whatsoever.

The following criteria should be met by an Eligible bidder-

S.No. Eligibility Criteria

Documents Required

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. The bidder should be a partnership firm / LLP, CA Firm and should be in existence for last 15 years as on 31.03.2022.</p> <p>(The bidder should have a local office in Mumbai, India along with GST registration and has to provide details of single point of contact viz. name, designation, address, e-mail address, telephone/ mobile no. etc for all communications.)</p> | <p>Copy of the certificate of Incorporation issued by the registrar of companies / A copy of the Registration Certificate of the Partnership Firm / Under LLP Act. A Self-Declaration to be furnished by the Bidder on the Company's / Partnership's / LLP's letter head for the same.</p> |
| <p>2. Bidder or their partners should have, during the last 10 years as on 31.03.2022,</p> <p>A. Have been a Central Statutory Auditor (CSA) of a Category- A* Public Sector Bank
or
B. Have been a Central Statutory Auditor of Private Sector Bank** of minimum balance sheet of ₹3, 00,000 crore***.</p> | <p>Client Certificate/ Contract with client/ Audit report.</p> |
| <p>3. Bidder should have minimum of, as on 31-03-2022 :</p> <p>(a) -10- Partners registered as a member of the ICAI, and
(b) -10- full-time professional staff in India.</p> <p>“Professional Staff “means full-time staff with minimum qualification of CA and are on the payroll of the Bidder.</p> | <p>Constitution certificate issued by ICAI/ Self Declaration Certificate</p> <p>Annexure B-1</p> |
| <p>4. The Bidder should have minimum revenue of ₹2 crore with net profit from Indian operations in every financial year for the last three financial years ending March 31, 2022. The Bidder should not have negative net worth in any of the last three financial years</p> | <p>CA certificate / Audited financial statements /As per Annexure B-3</p> <p>A self-declaration by the Bidder on Letter head</p> |
| <p>5. Bidder should not have been banned /black listed/ declared ineligible for corrupt and fraudulent practices or otherwise by the Govt. of India / State Governments / RBI / ICAI / any statutory body and should not have any disciplinary proceedings pending against the applicant firm or any of the partners with ICAI / RBI</p> | <p>A self-declaration by the bidder on their letter head.</p> |

- | | | |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| 6. | The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of the Bank | A self-declaration by the bidder on their letter head. |
| 7. | The Consulting firm should have in-house capability to take up assignment on their own. Joint and collative Bids will not be accepted. | A self-declaration by the bidder on their letter head. |
| 8. | Bidder engaged in implementation of IFCO-FR in a company with minimum balance sheet size of ₹500 crore or annual turnover of ₹1000 crore. The Bidder having experience of implementing IFCO-FR in Scheduled Commercial Bank would be preferred. | Client Certificate/Contract with client/Audit Report and details as per Annexure B-2 |
| 9. | The Bidder should have neither failed to perform on any agreement during the last three years, as, evidenced by imposition of a penalty by an arbitral or judicial pronouncement or awarded against the Bidder or its Affiliates /Group Companies/member firms, nor from any project or agreement nor had any agreement terminated for breach by such Bidder or of its Affiliates/Group Companies/member firms. | A self-declaration by the bidder on their letter head.

As per Annexure B-7 |

*List of category-A Public Sector Banks is: State Bank of India, Bank of Baroda, Bank of India, Canara Bank, and Central Bank of India, Union Bank of India, Punjab National Bank.

** Private Sector Bank means Scheduled Commercial Bank.

*** Balance sheet size means Total of Assets or Liability, not both. Balance sheet size as on the date of Audit of the Bank

Note:

- Only E-Bidder that fulfill ALL the eligibility criteria as mentioned above are eligible to participate in this Bid. No Manual Bid will be accepted by us
- The E-Bidder has to satisfy itself that it fulfills all eligibility criteria. The Bidder should submit their response along with documentary evidence and self- declaration, as required for the above eligibility criteria as stated in full. Bidder fulfilling criteria as laid out above will proceed to the next stage of the Technical Evaluation. The Bank's Discretion and decision on the 'Eligibility Criteria' is final.
- In case any purchase order has been issued to the bidder by the Bank in respect of any other project/product and the same has not been delivered/executed even after the prescribed time period and is pending for execution as on date of bid, the bid of the respective bidder is liable for rejection.
- E-Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.

- Technical Evaluation will be done by Bank's technical evaluation committee and the decision of the committee will be final.
- Bidders to submit relevant documentary evidence for all parameters mentioned.
- Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means / during site visit.
- All third party documents must be signed by their authorized signatory and his/her designation; Official e-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third party document may make the bid liable for rejection.

6. Broad Scope of Assignment

Set up base "Framework" and document the same for IFCO-FR compliance at granular level for all Business Verticals/ Departments (At Regional / Zonal Level, Corporate Level and Branch Level).

IFCO-FR is applicable to standalone as well as consolidated financial statements. However, subsidiaries and associates are separate entities and compliance of IFCO-FR will be taken care of by the respective entities. Scope of work will cover all Operations of Central Bank of India on standalone basis and process of preparation of consolidated financial statements.

Ensure compliance with respect to existing controls and suggest further controls, validation of all the controls and verifying all the processes for ensuring compliance. Set up a process and certify the quarterly Internal Compliances under IFCO FR process for submission to the Board of Directors/ Audit Committee of the Board beginning from the year ending June 2023. The detailed Scope of Assignment is given below:

6.1. Set up base "Framework" for IFCO-FR compliance at granular level for the following

6.1.1. Risk assessment

- a) Identification of all the key activities within each Business Vertical/ Department (At Regional / Zonal Level, Corporate Level and Branch Level) and document the processes for the same.
- b) Out of the above, the Processes/ Sub-processes for each activity having direct bearing on the financials to be specified.
- c) The activities will have to be identified for each product or group of homogenous products.

6.1.2. Prepare Control documentation of all the processes/ sub-processes with detailed process controls including the Risk Event, Control Objective, Control Activities, and Mitigation Controls (if any)

6.1.3. High level Review controls also to be laid down in the respective processes.

6.1.4. Testing of Controls (Walkthrough and Testing) - The Controls to be tested with walkthrough process and testing reports to be submitted. The following is to be specified for testing frame work :

- Frequency of testing.
- Sampling of testing.
- Responsibility of testing.
- Define thresholds for 'Material Weakness'/'Significant deficiency'
- Process of reporting results of test of controls to Audit Committee.

6.1.5. Document the entire Framework to be put up to Statutory Central Auditor along with the presentation after the appointment.

6.1.6. Document the entire Framework to be put up to Audit Committee for approval along with the presentation after the appointment.

6.2. Implementation and Compliance with respect to suggested new controls, Testing of the already existing controls in the Bank and submitting a report:

Based on the approved RCM framework and the documentation /Certification process laid down, the Consultants would be required, on a quarterly basis, to verify the compliance with respect to suggested new controls, existing control testing and submitting periodic (quarterly) report thereon.

6.3. IFCO-FR- Quarterly Internal Compliance Certification process:

6.3.1. Risk and Control documentation should cover (Business Vertical-wise/ Department-wise) each activity, process, product etc.

6.3.2. Consultant to facilitate the Bank to evolve a process of reporting by process owners through 'Bottom-to Top' approach.

6.3.3. Consultant to arrange for obtaining suitable statements from the respective Business Verticals/ Departments for compilation purposes for providing the quarterly reporting for review by MD & CEO and CFO of the Bank to assess effectiveness of existing controls.

6.3.4. A suitable reporting format for the above purpose to be designed by the Consultant.

6.3.5. It will be the responsibility of the Consultant for monitoring of compliance and reporting the compliances under IFCO-FR in the Bank.

6.3.6. Based on the existing controls, compliances to be reported for submission to the Audit Committee for the Quarter ending June2023 and based on the Framework finalized, in consultation with the Bank, quarterly reporting (from April 2023 upto March 2026) to be provided for submission to the Audit Committee.

6.3.7. In case of delay in implementation of the project, the bidder shall have to bear the penalty to be levied as mentioned in liquidated damages/penalties for delay (point no.22).

6.3.8 If there are any changes in guidelines/prescription issued by MoF/RBI/ICAI/SEBI or any other regulator on behalf, during the tenor of the contracts the same shall also be included in the scope of work.

6.3.9. Interactions with Audit committee of the Board or Auditors for any clarifications and/ or implementation of suggestions or their recommendations after review. Issuing comfort letter on compliance of the IFCOFR

6.3.10 The above list is inclusive and not exhaustive i.e. scope of assignment shall include providing professional assistance including monitoring of implementation for all activities required for the implementation of IFCOFR as per the Laws / Rules / Notifications / Guidelines as and when issued by the MoF/RBI/ICAI/SEBI or any other regulator/institution in this regard).

Team:

Bidder is required to appear for a presentation along with the team members who will be deployed permanently on the project before the final selection.

During the implementation of the project, the selected bidder should make available a dedicated project team of minimum -3- (three) full time qualified and experienced professionals (including one resource having knowledge of IT domain) on-site at the Bank's premises in Mumbai besides one partner as project leader. The same team will continue throughout the duration of the project / duration of the appointment of the Selected Consultant. However, depending on different phases of the project and experience of team members, the resources may be rotated. The above is minimum strength and based on the Bank Management's requirement / decision, higher numbers of the resources will have to be provided on site of the Bank by the Selected Bidder

7. Deliverables and Timelines

Expected high level deliverables with timelines as mentioned in point no. 6.1.5 & 6.1.6. All deliverables must match exactly with the scope defined in each section, no exclusion will be allowed, and payment will be made after meeting scope of work defined. The Consultant is expected to adhere to the timelines as part of the overall engagement.

8. Cost & Currency

The offer must be made in Indian Rupees only as per **Annexure F** for commercial bid.

9. Price Validity and Single Point of Contact

Prices payable to the successful bidder as stated in the Contract shall be firm and not subject to any changes at any circumstances during the contract period as mentioned in 6.3.6 or period of deliverables under this contract whichever is earlier from the date of placing purchase order.

The selected bidder should have a local office in Mumbai, India and has to provide details of single point of contact viz. name, designation, address, e-mail address, telephone/ mobile no. etc for all communications.

10. Acceptance of Offer

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

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

- 10.3. The E-bids received and accepted will be evaluated by the Bank to ascertain the best quality and competitive bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The Bank reserves the right to re-tender the RFP with or without modifications.
- 10.4. The E-Bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.
- 10.5. The selected E-bidders shall submit the acceptance of the order within 7 days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the Selected Bidders shall be the date of signing of agreement by the bidders.
- 10.6. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- 10.7. The period of contract shall commence from the date of signing of agreement by the selected vendor.
- 10.8. In case the selected bidder withdraws subsequently and /or refuses to accept/execute the purchase order, Bank reserves the right to forfeit the EMD/security deposit, take appropriate action including but not limited to blacklist/debar the said vendor in such eventuality without giving any notice thereof in this regard for a period of three years from the date of blacklisting/debarment.

11. Language of Bid

The language of the bid response and any communication with the Bank must be in written English only. Supporting documents provided with the RFP response can be in another language so long as it is accompanied by an attested translation in English, in which case, for purpose of evaluation of the bids, the English translation will govern.

12. Instructions for E-Bid Submission

12.1. Cost of RFP (Non Refundable)

12.1.1. RFP document can be purchased against payment of ₹2,000/- (non-refundable) in the form of a demand draft issued by a scheduled commercial bank favoring Central Bank of India payable at Mumbai. In case of bidders registered with The National Small Industries Corporation Limited (NSIC)/MSME, they are eligible for waiver of RFP document cost. However, they need to provide valid MSME/NSIC Certificate clearly mentioning that they are registered with NSIC/MSME under single point registration scheme.

12.1.2. RFP document can also be downloaded from the Bank's website www.centralbankofindia.co.in or from Government tender portal www.eprocure.gov.in.

12.1.3. In the event of non-payment of the fee of ₹2,000/- towards the RFP document, the offer will be rejected.

12.1.4. All costs and expenses (whether in terms of time or material or money) incurred by the Recipient/ Bidder 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 the Bank, will be borne entirely and exclusively by the Bidder

12.2. Bid Security/ EMD (Refundable)

12.2.1. The bidder should deposit bid security of ₹80,000/-(Rupees Eighty Thousand Only) in the form of a demand draft favoring Central Bank of India, payable at Mumbai or Bank Guarantee issued from Scheduled Commercial Bank other than Central Bank of India. Bank Guarantee should be valid from the date of submission of RFP for a period of minimum 45 days beyond the last date for receipt of the bid by bank.

12.2.2. In case of bidders registered with NSIC/MSME, they are eligible for waiver of EMD. However, they need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with NSIC under single point registration scheme. Other terms & conditions relating to Bid security is as under:

12.2.3.1. No interest will be payable on the Bid Security amount.

12.2.3.2. Unsuccessful Bidders' Bid security will be returned after completion of tender process. Unsuccessful Bidders should submit the Letter for Refund of EMD/Bid Security for returning of the bid security amount as per **Annexure L**.

12.2.3. Bid Security will be forfeited in the following cases:

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

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

12.2.3.3. In case of a successful Bidder, if the Bidder fails:

- a) To execute Contract within the stipulated time or
- b) To furnish Performance Bank Guarantee as mentioned in Performance Bank Guarantee herein.
- c) If the bidder refuses to accept the corrections of errors calculated in accordance with the terms of RFP.
- d) If successful bidder withdraws subsequently, the Bid Security will be forfeited.

12.2.4. The successful Bidders Bid security will be discharged upon the Bidder signing the Contract Agreement and against submission of (PBG) performance bank guarantee. (Other than Central Bank of India).

12.3. Performance Bank Guarantee (PBG)

The successful bidder shall provide a Performance Bank Guarantee for 10% of contract value/ Total cost of Ownership (TCO) valid for contract period with claim period of additional 1 year, from the date of receipt of purchase order or signing of the contract whichever is earlier in the format as provided in **Annexure O** and such other extended period as the Bank may decide for due performance of the project obligations. The PBG should be of that of scheduled Commercial Bank, other than Central Bank of India.

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

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

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

12.4. Period of Validity of Bids

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

In exceptional circumstances, Central Bank of India may solicit the Bidder's consent to an extension of the Bid Validity Period. The request and the response thereto, shall be made in writing. Extension of Bid Validity Period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended by the Bidder. A Bidder may refuse the request without being liable for forfeiture of its EMD. A Bidder granting the consent will not be permitted to modify its Bid.

12.5. Amendment of Bidding Documents

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

12.6. Authorization to Bid

The proposal/ bid being submitted would be binding on the Bidder. As such, it is necessary that authorized personnel, acceptable to bank, of the firm or organization sign the bid documents. The designated personnel should be authorized by a senior official of the organization having authority. The Bid should be signed by the authorized signatory of the bidder. A power of attorney to that effect shall be submitted by the bidders

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

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

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

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

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

12.7. RFP Clarifications

Queries / clarifications will not be entertained over the phone. All queries and clarifications must be sought by email to agmcad@centralbank.co.in with subject "Request for Proposal (RFP) for Engagement of Consultant for Implementation of Internal Financial Controls over Financial Reporting" as per **Annexure M** by the intending bidders before

The Bidder is requested to collate and submit queries together to seek clarifications / responses from Bank. The Bidder should ensure that all the queries and clarifications are communicated in email on or before the date given in the schedule of events of this RFP document. The Bank will consolidate all the written queries and the replies for the queries shall be made available in the Bank's website www.centralbankofindia.co.in and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.

Bidders are requested to visit Bank's website for clarifications and other communications.

12.8. Two part Bid

The Bid should be submitted at our office address mentioned above in point no. 4 by the Bidder. It should comprise the following components:

12.8.1. Technical bid – Part I: "Technical Bid for Engagement of Consultant for Implementation of Internal Financial Controls over Financial Reporting".

12.8.2. Commercial bid – Part II: "Commercial Bid for Engagement of Consultant for Implementation of Internal Financial Controls over Financial Reporting".

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

12.8.4. In the first stage, cost of RFP document and EMD/security deposit will be reviewed and if these are as per prescribed format/RFP document then only TECHNICAL BID will be opened and evaluated. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for commercial evaluation. In the second stage, the COMMERCIAL BID of only those bidders, whose technical bids are qualified & scored minimum required marks and shortlisted, will be opened.

12.8.5. As a part of technical evaluation, the bidders may be required to give complete presentation of their offer solution.

12.8.6. After completion of technical evaluation, the successful bidder will be decided based on Techno commercial bid (T1+L1) as per technical evaluation process mentioned in the RFP.

Two separate envelopes are to be prepared one should contain required as mentioned details, documents, etc. as mentioned elsewhere in the RFP duly sealed and super-scribed as “Technical Bid for RFP for Implementation of Internal Financial Controls over Financial Reporting ” and further second envelope contain commercial bid only as mentioned elsewhere in the RFP duly sealed as super-scribed “Commercial Bid for RFP Implementation of Internal Financial Controls over Financial Reporting” thereafter both the envelope should be kept/place in another envelope super-scribed as ”Request for Proposal (RFP) for Implementation of Internal Financial Controls over Financial Reporting (REF No: CBI / F&A /IFCO/02/2023-24 Dated 18/04/2023 and bidder name along with contact details, which should be reach our office on or before the scheduled date and time as mentioned in RFP. Envelope should be properly sealed and each document submitted should be duly signed by authorized signatory or Director/ Partners.

ENVELOPE-I (Technical Bid): Before submitting the bid, kindly go through the RFP documents thoroughly. Technical Bid is to be submitted under covering letter as per Annexure-A-1 along with Annexures mentioned above in point no. 12.9.3

ENVELOPE- II (Commercial Bid): Commercial Bid is to be submitted under covering letter as per Annexure-A-2 along with Annexure F.

12.9. Technical Offer

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

12.9.2. The Technical Bid - Part I must be submitted at our office address mentioned above (point 4).

12.9.3. The following original documents are to be submitted to the bank physically on or before last date & time of bid submission:

12.9.3.1. Cost of RFP of ₹ 2,000/- (Rupees Two Thousand only) in the form of demand draft issued by scheduled commercial bank favoring Central Bank of India, Payable at Mumbai.

12.9.3.2. Bid security of ₹80,000/- (Rupees Eighty Thousand only) in the form of a demand draft issued by a Scheduled commercial bank favoring Central Bank of India, payable at Mumbai or Bank Guarantee from commercial Bank other than Central Bank of India.

12.9.3.3. In case of bidders registered with NSIC/MSME, who are eligible for waiver of EMD, they need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with NSIC under single point registration scheme.

12.9.3.4. [Annexure A](#) – Letter of Acceptance

12.9.3.5. [Annexure B1 to B7](#) – Bidder’s Profile

12.9.3.6. [Annexure C](#) – Eligibility Criteria

12.9.3.7. [Annexure D](#) – Compliance to RFP Terms & Conditions

12.9.3.8. [Annexure G](#) – Declaration for Compliance

12.9.3.9. [Annexure H](#) – Undertaking by Bidder

12.9.3.10. [Annexure J](#) – Confidentiality / Non-Disclosure Agreement

12.9.3.11. [Annexure K](#) – Reference Site Details

12.9.3.12. [Annexure P](#) – Know Your Employee (KYE) Clause

12.9.3.13. The Bid should be signed by the authorized signatory of the bidder. A power of attorney to that effect shall be submitted by the bidders.

12.9.3.14. Relevant documents / certificates or copies as proof in support of various information is to be submitted in aforesaid annexure and other claims made by the bidder.

12.9.3.15. All the annexure should be submitted in letter head of bidder duly signed with seal of the company. Self-attested copies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexure and other claims made by the vendor.

12.9.3.16. Documents and brochures pertaining to consultancy services.

12.9.3.17. Signed & Sealed copy of all the pages of RFP and corrigendum if any, to be submitted along with the technical bid.

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

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

12.9.5. The Bank further 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.

12.9.6. The Bank reserves the right to disqualify the bidder/(s) if bidder/(s) have not completed/performed any assignment/project successfully/satisfactorily in Central Bank of India in stipulated time as per terms of assignment

12.9.7. The Bank reserves the right to modify any terms, conditions or specifications of RFP before date of submission of bids. E-Bidder has to submit bid documents as per the changes/modifications

while submitting the bid. Notification of amendments/corrigendum will be made available on the Bank's website www.centralbankofindia.co.in and Government tender portal and will be binding on all bidders and no separate communication will be issued. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of bids. No post bid clarification of the bidder shall be entertained.

12.10. Commercial Offer

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

12.10.1. The Commercial Offer (Part – II) should be submitted as per Annexure F by way of entering the values in the format provided. This must contain all price information in Indian currency only.

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

12.11. Technical Bid Evaluation

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 the time frame indicated in the letter/e-mail seeking explanation, if the bidder does not comply or respond by the date, their bid will be liable to be rejected. If any part of the technical specification on offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail the reason of their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us, invariably to process the technical offer and it should be compatible to our application.

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

The Bank may, at its discretion, waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation and financial impact, provided such waiver does not prejudice or affect the relative ranking of any bidder. Wherever necessary, observations on such 'minor' issues (as mentioned above) Bank may be conveyed to the bidder, asking them to respond by a specified date also mentioning therein that, if the bidder does not respond by the specified date, their bid will be liable to be rejected.

On the basis of technical evaluation, the Bank shall take a decision for short listing of the bidders for Commercial Evaluation. If the technical evaluation is not found to be satisfactory, further evaluation will not be done. No separate information will be sent to the disqualified bidders. Any decision of the Bank in this regard shall be final, conclusive and binding on the bidder.

12.11.1 Technical Evaluation Criteria:

S.No	Parameter *	Max Mark	Marking System
	Part I		
2.	Bidder or their partners should have, during the last 10 years as on 31-03-2022, A. Have been a Central Statutory Auditor (CSA) of a Category- A* Public Sector Bank or B. Have been a Central Statutory Auditor of Private Sector Bank of minimum balance sheet of ₹3,00,000 crore.	20	For one such Assignment of Public Sector Bank/Private Sector Bank- 15 marks For each additional such assignment of Public/Private Sector Bank- 1 marks and max 5 marks
3.	Bidder should have minimum of, as on 31.03.2022 : (a) -10- Partners registered as a member of the ICAI, and (b) -10- full-time professional staff in India. “Professional Staff “means full-time staff with minimum qualification of CA and are on the payroll of the Bidder.	15	<ul style="list-style-type: none"> ▪Partners: <ul style="list-style-type: none"> -More than 15 partners – 10 marks - Partners 10-14 – 8 marks ▪Professional Staff: <ul style="list-style-type: none"> -More than 20 – 5 marks -10-19 professionals – 3 marks
4.	Experience in IFCR implementation: The Bidder should have implemented or currently engaged for implementing IFCOFR in Public/Private Sector Banks	20	<ul style="list-style-type: none"> ▪ Implementation of IFCO-CR <ul style="list-style-type: none"> - Completed in Scheduled Commercial Bank – 20 Marks - Ongoing/Under Implementation – 18 marks
5.	Dedicated Team for implementation of IFCO-FR and take care of Bank’s requirement (Annexure B6)	5	<ul style="list-style-type: none"> ▪Partner as Project Leader – 2 marks ▪ Professional – 1 mark for each professional
6.	The Bidder should have minimum revenue of ₹2 crore with net profit from Indian operations in every financial year for the last three financial years ending March 31, 2022. The Bidder should not have negative net worth in any of the last three financial years	5	<ul style="list-style-type: none"> ▪ 3 marks if average turnover is ₹ 2 crore or above for past 3 years ▪ 2 Marks if the net worth is positive for all 3 years No marks will be awarded if net worth is negative in any of the previous 3 years

8.	The Bidder should have neither failed to perform on any agreement during the last three years, as, evidenced by imposition of a penalty by an arbitral or judicial pronouncement or awarded against the Bidder or its Affiliates /Group Companies/member firms, nor from any project or agreement nor had any agreement terminated for breach by such Bidder or of its Affiliates/Group Companies/ member firms.	5	Full marks if Bidder have neither failed to perform on any agreement during the last three years, as, evidenced by imposition of a penalty by an arbitral or judicial pronouncement or awarded against the Bidder or its Affiliates /Group Companies/member firms, nor from any project or agreement nor had any agreement terminated for breach by such Bidder or of its Affiliates/Group Companies/ member firms.
Total – Part I		70	
Part II			
	Presentation	30	Shall be evaluated by Technical Evaluation Committee
Total (Part I + Part II)		100	

Post technical evaluation, commercial bid of only those bidders will be opened who will comply with all the eligibility criteria, confirm compliance to all the terms & conditions and will score minimum 60% marks in the Technical Evaluation Stage.

12.12. Opening and Evaluation of Technical Bid

12.12.1. In the first stage, only the Technical Bids will be opened and evaluated by technical evaluation committee. The short listing will be based on various parameters as per the terms of the tender documents, responses, referrals, presentations, technology, past experience, financial strength, etc. The bidder who meets all eligibility criteria will be called for presentation of proposed services to enable them to have detailed evaluation.

12.12.2. The presentation should cover all the aspects of the technical bid evaluation criteria explained as above. The bidder must also ensure that the details sought in the annexure as specified in the RFP are aptly covered. The bidder may share any other information or highlight their key achievements related to the scope of work. Presentation should be made by the employee on the roll of the respective bidder firm as on bid submission date and no hiring of outsider for presentation will be allowed.

The bidder is expected to substantiate /validate the achievements / recognition through relevant data / documentary evidence.

- a) As a part of the evaluation process, Bank will carry out the exercise of substantial responsiveness of each bid to the bidding document. Substantial responsiveness means that

the bid conforms to all the terms and conditions of bidding document without material deviation.

- b) Bids which do not fulfill the eligibility criteria / conditions relating to Bidders credentials, experience etc. as evidenced through the technical bid documents will be rejected by the Bank.
- c) Bank may, during the process of technical evaluation, call for any clarifications/ additional particulars required on the technical bids submitted. The Bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The Bidder's offer will be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time.
- d) Bidders must acquaint themselves fully with the conditions of the bids. No plea of insufficient information will be entertained at any time.
- e) First of all, the RFP Cost and EMD will be verified. If any RFP Cost/EMD is not found in order, that bidder will be declared ineligible for further participating in the tender process.
- f) After that technical bids will be opened & evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and conforming compliance to all the terms and conditions of RFP document would be further evaluated on technical parameters.
- g) Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for further process.
- h) All bidders will be required to give presentation of their offered services clearly demonstrating the road map, approach, technicalities involved etc. covering end to end services. Failure of a bidder to complete presentation to the Bank may result in rejection of the proposal. Bidder is required to address all queries raised by the Bank officials during the presentation. Giving mere presentation should not be considered as being qualified / shortlisted for further process. Decision of Bank, in this regard will be final and binding on all bidders.
- i) Finally, the technical proposal of the bidder will be scored as per point no. 12.11.1 and the bidders would be assigned Technical Score (TS).

12.13. Commercial Bid Evaluation

12.13.1. Post technical evaluation, commercial bid of only those bidders will be opened who will comply with all the eligibility criteria, confirm compliance to all the terms & conditions and will score minimum 60% marks in the Technical Evaluation Stage.

12.13.2. The commercial bids shall be opened in the presence of shortlisted bidders, if they choose to be present. The intimation of time and place of opening of commercial bids will be informed separately to the shortlisted bidders only. If the shortlisted bidders are not present, the commercial bids will be opened in their absence. No information regarding the commercial opening will be provided later to the bidders who did not attend the commercial opening, neither telephonically nor through mail.

12.13.3. Commercial bid should be submitted as per format provided in **Annexure F**.

12.14. Combined Technical–Commercial Evaluation Process

In respect of all the qualified bidders, in whose case, the commercial bid has been opened; a combined techno-commercial evaluation will be done by the Bank as per the following procedure:

Technical score will be arrived at treating the marks of the bidder scoring the highest marks (A) in Technical evaluation as 100. Technical score for other bidders (B, C etc.) will be computed using the formula, $T = \text{Marks of B} / \text{Marks of highest scorer A} * 100$.

Similarly, Commercial score of all technically qualified bidders will be arrived at taking the cost quoted by L1 bidder i.e. the lowest quote from all technically qualified bidders (say C) as 100. Marks for other bidders will be calculated using the formula $\text{Combined Score} = \text{Cost of L1 bidder (C)} / \text{Cost quoted by bidder} * 100$.

A “Combined Score” will be arrived at, taking into account both marks scored through technical bid evaluation and the commercial quotes with a weight age of **70%** for technical and **30%** for commercials as detailed below.

Then combined score is arrived at by adding Technical Score and Commercial Score. The successful bidder will be the one who has the highest **Combined Score (H1)**, upto 2 decimals.

Formula for calculating the Combined Score of technically qualified bidder is as follows.

$$H = (T/T \text{ High} \times 70) + (C \text{ Low}/C \times 30)$$

Whereas: $H =$
Combined
Score

T=Technical Score; T High
= Highest Technical Score
among the bidders

C= Commercial Quote; C
Low = Lowest commercial
quote of C among the
bidders

Example:

Bidder	Technical Evaluation Marks (T)	Nominal Bid Price in INR(C)	Technical Score	Commercial Score	Combined Score (out of 100)
A	95		71	$95/95*70=70.00$	$60/71*30=25.35$ 70.0+25.35=95.35 (H-1)
B	85		65	$85/95*70=62.63$	$60/65*30=27.69$ 62.63+27.69=90.32 (H-2)
C	80		60	$80/95*70=58.94$	$60/60*30=30.00$ 58.94+30=88.94(H-3)

In the above example, Bidder A with highest score (H1) becomes the successful Bidder. In case of a tie between bidders i.e. if two or more bidders receive the same combined score, the bidder with the higher technical score shall be declared as (H1).

Kindly note that the Bank reserves the right to finalize the scores from the available bid documents and presentation made by the bidder and the Bank decision on techno- commercial evaluation is FINAL. Please note that up to two decimal points will be taken in the final score.

12.15. Bank's Right to Accept or Reject any Bid or all Bids

Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of RFP. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in said terms and conditions.

13. Award of Contract

On completion of techno commercial evaluation of bids, Bank will determine the H1 bidder based on marks obtained through Technical and Commercial evaluation and contract will be awarded to bidder who scores highest marks.

14. Price Composition

14.1 Total cost of Ownership (TCO) is up to March 2026 or period of deliverables under this contract whichever is later. The Bidders should quote prices strictly as per the price composition stated in commercial bid failing which the offers are likely to be rejected.

14.2 The commercial bid should be quoted in the commercial bid format attached as **Annexure F** to this bid.

14.3 The prices should be firm and not dependent on any variable factors and expressed in Indian Rupees.

14.4 The Total cost should be inclusive of all other charges but exclusive of GST (CGST/SGST/IGST) which will be paid at actual at the time of invoicing.

14.5 Bidder has to show the bifurcation/details of GST (CGST/SGST/IGST) in every invoice.

14.6 Bank will not pay any Labour charges, incidental chargers, transportation, conveyance, out of pocket expenses and miscellaneous expenditure separately. All such costs, if any, should be absorbed in the TCO only.

Note: The bidder will have to make their own travel & lodging/boarding arrangements during contract period for visiting various offices namely Head office, corporate office, IT centers, etc of Bank as part of the project.

15. Taxes and Duties

The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned here under in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.

Wherever the laws and regulations require deduction of such taxes at the source of payment, Bank shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Bank as per the laws and regulations in force. Nothing in the

Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this Contract.

16. Rejection of Bid

Bidder is required to submit their bid and the Bid is liable to be rejected if:

- 16.1 The document does not bear signature of authorized person in each page and duly stamp.
- 16.2 It is received through Fax/E-mail/ Manual Copy.
- 16.3 It is received after expiry of the due date and time stipulated for Bid submission.
- 16.4 Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- 16.5 It is evasive or contains incorrect information.
- 16.6 Any form of canvassing / lobbying/influence/query regarding shortlisting, status etc. will be a disqualification.
- 16.7 Bidder should comply with all the points mentioned in the scope of work.
Noncompliance of any point will lead to rejection of the bid.
- 16.8 Non submission of bid security/EMD.

17. Modification and Withdrawals of Bid

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 bidders, the EMD will not be refunded by the Bank.

18. Pre Bid Meeting

Bidders are required to submit pre-bid queries, within the stipulated timelines as per Annexure M through email (in excel format only). The queries submitted before pre-bid meeting, will only be discussed in the pre-bid meeting and their subsequent responses will be uploaded on to Bank's website and Government tender portal as well as e-procurement portal.

Only two persons per bidder will be allowed to attend the Pre-Bid meeting provided they have authorization letter from competent authority to attend the pre-bid meeting from their company. Bidders attending pre-bid are also required to submit a copy of their I-Card issued by their company.

No person shall be allowed to attend the Pre-Bid meeting without proper Authorization letter from their Company and without their Official ID Cards issued by their company. (Any other ID proof such as PAN, DL or Aadhaar card, etc will not be accepted)

Bidders are required to go through the RFP and any subsequent Corrigendum meticulously and submit their bid timely to avoid any last minute issues.

Non- attendance at the Pre-bid Meeting will not be a cause for disqualification of a bidder.

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

19. RFP Response

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.

Bid properly documented should be submitted at the mentioned address in point no. 4 within stipulated date & time mentioned in the RFP.

20. Payment Terms

The payment will be made quarterly basis on the receipt of Quarterly Report and satisfying the terms and conditions stipulated by the Bank. On receipt of the quarterly report, the Bank will arrange the payment directly to the company/ Firm.

Contract Period

The Contract with the selected bidder will be valid up to March 31 2026 or period of deliverables under this contract whichever is later from the date of placing purchase order and can be extended on Bank's discretion. The contract will be deemed completed only when all the contracted services by the Bank are provided and accepted by the Bank as per the requirements of the contract executed between the Bank and the successful bidder.

21. Liquidated Damages (LD)/Penalties for Delay

If Successful bidders fail to deliver any or all of the Service(s) / Systems or perform the Services within the time period(s) specified in the RFP/Contract / Agreement, BANK shall, without prejudice to its other rights and remedies under and in accordance with the RFP/Contract / Agreement, levy Liquidated Damages (LD) from payments, which are due to the Successful bidder. For calculation of LD:

- 22.1. LD for delay in the Service(s) rendered for each week of delay beyond the scheduled date or part thereof will be a sum equivalent to 0.5% of total cost of the project/TCO) per week. In case of undue delay beyond a period of 15 days after attaining the maximum penalty of 5% of total project cost/TCO during implementation, Bank may consider termination of the contract or purchase order.

- 22.2. The contract price for calculation of LD is TCO.
- 22.3. The overall LD during implementation will be to a maximum of 10% of the total cost of the project or Bank reserves the right to terminate the Contract if overall LD reaches to the maximum.
- 22.4. The Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company.
- 22.5. Part of week will be treated as a week for this purpose.
- 22.6. However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.
- 22.7. Bank will deduct the amount of liquidated damages from the payment due of the same project from the Successful bidder. Bank may also withhold the amount to be recovered from the payment due from other projects held by the same bidder.
- 22.8. Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/Purchase Order.

23. Service Level Agreement

The Bank notifies the successful Bidder that its Bid has been accepted, the Bidder shall enter into a Service Level Agreement (SLA) with the Bank, containing all the Terms and Conditions of this RFP, including confidentiality, non-disclosure and penalty clauses, and any other clause relevant to the services offered.

RBI/Regulatory authority may inspect Project management process/Services of successful bidder during the contract period.

24. Authorized Signatory

The selected bidders should indicate the authorized signatories who can discuss and correspond with the BANK, with regard to the obligations under the contract. The selected bidders shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with the BANK, raise invoice and accept payments and also to correspond. The bidder shall provide proof of signature identification for the above purposes as required by the BANK.

25. Review of Consultancy Services

The progress made in the project should be periodically updated to the reviewing authority/Top Management at the Bank's level. The selected bidder should also make presentation to the Boards of Bank on the progress made, the periodicity of which should be designed and incorporated in the master plan (MP). However, the selected bidder should be ready to make any such presentation at shorter notice, as and when required.

26. Substitution of Project Team Members

During the assignment, the project leader/project manager and key personnel identified for the assignment should to continue their services exclusively for the Bank under this RFP till completion and the substitution of key staff will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation.

In such unavoidable circumstances, the selected bidder, as the case may be, can do so only with the prior written concurrence of the Bank and by providing the replacement staff of the same level of qualifications and competence. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments (including past payments and payment made in advance) made by the Bank to the selected Bidder during the course of the assignment pursuant to this RFP. However, the

Bank reserves the unconditional right to insist the selected Bidder to replace any team member with another (with the qualifications and competence as required by the Bank) during the course of assignment pursuant to this RFP.

27. Adherence to Standards

The selected bidder should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. During the course of assignment the selected bidder should provide professional and impartial suggestive measures and advices keeping the Bank's interest as paramount and should observe the highest standard of ethics while executing the agreement. The Bank reserves the right to ascertain information from the other banks and institutions to which the bidders have rendered their services for execution of similar programme / assignment and to take feedbacks from high ranking officials for assessment and selection. Any misappropriation of facts, figures and related information may cause non-selection or rejection of the Bidder/s.

28. Confidentiality

Information Provided

The RFP document contains statements derived from information that is believed to be true and reliable as on 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 the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisors gives any representation or warranty (whether oral or written), expressed or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.

28.1 For Respondent Only

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

28.2 Confidentiality

1. All Central Bank of India, product and process details, documents, data, applications, software, systems, papers, statements and business/customer information which may be communicated to or come to the knowledge of the Consultant or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Consultant irrevocably agrees and undertakes and ensures that the Consultant and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of Central Bank of India nor shall use or allow to be used any information other than as may be necessary for the due performance by the Consultant of its obligations hereunder.
2. The Consultant shall not make or retain any copies or record of any Confidential Information submitted by Central Bank of India other than as may be required for the performance of the Consultant obligation under this Agreement.
3. The Consultant shall notify Bank promptly of any unauthorized or improper use or disclosure of the Confidential Information. The consultant shall indemnify to the Bank of any losses/ damages, etc. by whatsoever nomenclature it is called, caused because of unauthorized or improper use or disclosure of the confidential information by the Consultant or its agent, employee, officer, associate, etc.
4. The Consultant shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also, so far as it is practicable, the Consultant shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Consultant or its affiliates.
5. The Consultant shall to the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries that these aforementioned requirements have been fully complied with.
6. The Consultant hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of this Agreement or disclose the information submitted by Bank under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing any of its obligations under this Agreement.
7. It shall be the incumbent duty of the Consultant to undertake not to disclose any business related information of Central Bank of India to any third person and the Consultant shall keep all knowledge of the business activities and affairs of Bank strictly confidential and also to ensure that neither the Consultant nor any of its officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of Bank.
8. However, the confidential information will not be limited to the information mentioned above but not include the following as confidential information:
 - Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
 - Prior to the disclosure by Bank was known to or in the possession of the Consultant at the time of disclosure;
 - Was disclosed or parted with the prior consent of Bank;
 - Was acquired by the Consultant from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from Bank.

9. The Consultant agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit. Notwithstanding above Bank shall take all the reasonable care to protect all the confidential information of consultant which is communicated to or come to the knowledge of Bank during performance of the services.

10. The provisions of this Clause shall survive the termination of this Agreement.

11. The Selected Bidders shall be required to sign a Non-Disclosure Agreement with Bank as per prescribed format provided in **Annexure J** within fifteen days of issuing the purchase order/letter of intent.

29. Indemnity and Limitation of Liability

29.1. Subject to Clause 29.4 below, the bidder (the "Indemnifying Party") undertakes to indemnify, hold harmless the Bank (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the

Indemnifying Party's negligence or willful default in performance or non-performance under the Contract.

29.2. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.

29.3. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by:

29.3.1. Indemnified Party's misuse or modification of the Service;

29.3.2. Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;

29.3.3. Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either;

29.3.3.1. Procure the right for Indemnified Party to continue using it

29.3.3.2. Replace it with a non-infringing equivalent

29.3.3.3. Modify it to make it non-infringing.

29.3.3.4. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

29.4. The indemnities set out in this clause shall be subject to the following conditions:

- 29.4.1 The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- 29.4.2. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
- 29.4.3. if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- 29.4.4. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- 29.4.5. all settlements of claims subject to indemnification under this Clause will:
 - a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- 29.4.6. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- 29.4.7. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- 29.4.8. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
- 29.4.9. if a Party makes a claim under the indemnity set out under Clause 29.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to the Contract, including the work, deliverables or Services covered under the Contract, shall be the payment of direct damages only which shall in no

event exceed one time the total contract value payable under the Contract. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in this clause and breach of Clause 28 (Confidentiality).

In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in Clause 29.1) even if it has been advised of their possible existence.

The allocations of liability in this clause represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to the Contract by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

30. Intellectual Property Rights

The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables and Services upon the terms and conditions contained in this RFP.

- 30.1 The Bidder shall be responsible at its own cost for obtaining all necessary authorizations and consents from third party licensors of Software used by Bidder in performing its obligations under this Project.
- 30.2 If a third party's claim endangers or disrupts the Bank's use of the Deliverables, the Bidder shall at no further expense, charge, fee or cost to the Bank, (i) obtain a license so that the Bank may continue use of the Deliverables in accordance with the terms of this RFP.
- 30.3 Bidder shall indemnify and keep fully and effectively indemnified the Bank from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by Bidder or his subcontractors or in respect of any other services rendered under this RFP.

31. Minimum Wages

The bidder hereby agrees and undertakes that during the subsistence of this agreement it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948 and/ or any other law applicable in this regard.. In this effect, bidder has to submit undertaking on their company letterhead signed by authorized signatory.

The successful bidder will ensure strict compliance of all labour laws, insurance, minimum wages to the staff employed /deployed /engaged for the work assigned and the Bank will not be liable for any such persons/personnel of successful bidder and shall not be liable for any levies / penalties etc. that may be imposed by the Authorities concerned for their action/inaction. There shall be no employer employee relationship whatsoever between the bank and the successful bidder /their employees and the bidder or his

employees, staff, agents will not be entitled to any employment with Bank. In the event of any demand/fines/penalty made by any of the authorities on bank in respect of the conduct/actions taken by the bidder/their employees/labourers, etc. the Bank will be entitled to recover the said amounts from the bills / amount payable or from the performance guarantee and also take appropriate action against said persons of bidder/bidder for their misconduct, if any.

32. Non-Transferable Offer

This Request for Proposal (RFP) is not transferable. Only the bidder who has submitted the bid will be eligible for participation in the evaluation process.

33. Responsibility for Completeness

Any supplies and services, which might not have been specifically mentioned in this tender but, are necessary for the installation, Configuration, testing, commissioning, performance or completeness of the order, shall be provided/made available as per the time schedule for smooth and efficient operation and maintenance of the system under Indian conditions.

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

34. Force Majeure

- 34.1 The bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.
- 34.2 For the purpose of this clause, “Force Majeure” shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.
- 34.3 In the event of any such intervening Force Majeure, the Bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within three calendar days. Unless otherwise directed by the Bank, the Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- 34.4 In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

35. Exit Clause

The Bank reserves the right to cancel /exit the contract with immediate effect without notice in the event of happening one or more of the following conditions:

35.1 Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee within 60 days from receipt of purchase contract.

35.2 Delay in delivery beyond the specified period

35.3 Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods;

35.4 Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution

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

36. Termination of Contract

If the Termination is on account of failure of the successful bidder to perform the obligations under this RFP contract, the Bank shall have the right to invoke the Performance Bank Guarantee(s) given by the selected bidder.

The Bank will be entitled to terminate this Contract, without any cost to the Bank and recover expenditure incurred by Bank, on the happening of any one or more of the following:

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

36.2 The Successful bidder goes into liquidation voluntarily or otherwise

36.3 An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement/Contract.

36.4 The progress regarding the execution of the order accepted by the selected bidder is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.

36.5 Non-satisfactory performance of the selected bidder during implementation and operation.

36.6 An act of omission by the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract.

36.7 Failure to integrate/implement the Project as per the requirements of the Bank as stated in this RFP.

36.8 Material discrepancies in the Deliverables and Services noted in the implementation/maintenance of the Project. Bank reserves the right to procure the same or

similar product/service from the alternate sources at the risk, cost and responsibility of the selected bidder.

- 36.9 Bank shall serve the cure-cum-termination notice to the bidder at least 30 days prior, of its intention to terminate services. If the performance is not cured to the satisfaction of bank within 30 days, termination will be effected.
- 36.10 Selected bidder is found to be indulging in frauds.
- 36.11 The bank suffers a reputation loss on account of any activity of successful bidder penalty is levied by regulatory authority.
- 36.12 In the event of sub contract or assignment contrary to the terms of agreement.

37. Resource

Selected bidder is expected to deploy academically good, technically sound and competent personnel to ensure smooth operations at Bank's site. The deputed personnel will be employed by the selected bidder on their payrolls/contracts without having any employment right with the Bank. Moreover, deployed personnel will not have any right whatsoever to lodge claim of any nature directly or indirectly with the Bank and it would be responsibility of selected bidder to address such issues without involving the Bank. The deputed persons have to maintain the utmost secrecy & confidentiality of the Bank's data including process performed at the Bank premises.

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 bidder would be required to compensate the Bank to the fullest extent of loss incurred by the Bank. Bidder is expected to adhere Bank's request for removal of any personnel, if Bank notice any negligence/gross misconduct/violation of trade secret/disclosure of Bank's data to third party and any decision of the Bank in this regard would be final and binding upon the selected vendor.

Resources should be available at Bank's site on working days. 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 in **Annexure J**.

38. RFP Ownership

The RFP and all supporting documentation are the sole property of Central Bank of India and should NOT be redistributed without written consent of Central Bank of India.

Violation of this would be breach of trust and may, inter-alia cause the bidders to be irrevocably disqualified. The aforementioned material must be returned to Central Bank of India on submitting the proposal, or upon request; however, bidders can retain one copy for reference.

39. Proposal Ownership

The proposal and all supporting documentation submitted by the bidders shall become the property of Central Bank of India unless the Bank agrees to the bidder's specific requests, in writing, the proposal and documentation to be returned.

40. Sub Contract

Sub-contracting is not allowed in this RFP. The selected bidder shall not sub contract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the bank.

41. Conflict of Interest

Bank requires that bidder provide professional, objective, and impartial advice and at all times hold Bank's interests paramount, strictly avoid conflicts with other

Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from Bank.

Bidder have an obligation to disclose any situation of actual or potential conflict in assignment/job, activities and relationships that impacts their capacity to serve the best interest of Bank, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if Bank comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

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

- a) **Conflicting Assignment/ Job:** The Consultant (including its personnel) or any of its affiliates and member firms shall not be hired for any assignment/ job that, by its nature, which are in conflict with another assignment/ job of consultancy to be executed for the same and/or for another employer.
- b) **Conflicting Relationships:** The Consultant (including its personnel) having a business or family relationship with a member of Bank's employee who is directly or indirectly involved in any part of (i) the preparation of the terms of reference of the assignment/ job, (ii) the selection process for such assignment/ job, or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from such a relationship has been resolved in a manner acceptable to Bank throughout the selection process and the execution of the contract.

42. Tender/RFP Cancellation

The Bank reserves the right to cancel the Tender/RFP at any time without assigning any reasons whatsoever.

43. Publicity

Any publicity by the Service Provider in which the name of the Bank is to be used, will be done only with the explicit written permission of the Bank.

44. Corrupt And Fraudulent Practices:

- a. 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.
- b. "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
- c. "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.
- d. 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.
- e. 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.
- f. The decision of Bank in determining the above aspects will be final and binding on all the Bidders No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- g. Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, Bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
- h. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection process of vendor for Supply, Customization, Installation, Integration, Implementation and VPM Support Software functionality for compliance under Goods and Service Tax in Central Bank of India.

45. Adoption of Integrity Pact:

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

- II. Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- III. The Bidders shall submit signed integrity pact as per Annexure–Q along with Technical Bid. Those Bids which are not containing the above are liable for rejection.
- IV. **Integrity Pact-** Each Participating bidder/s shall submit Integrity Pact as per attached **Annexure -Q** with duly stamped of Rs 500/-. Integrity pact should be submitted by all participating bidder at the time of submission of Bid documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time scheduled prescribed by Bank may be relevant ground of disqualification to participating in Bid process.
 - The task of the Independent External Monitor (IEMs) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
 - The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
 - Both the parities accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings.

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

1. Shri Trivikram Nath Tiwari Mail ID trivikramnt@yahoo.co.in
2. Shri Jagdip Narayan Singh Mail ID jagadipsingh@yahoo.com

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

- V. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- VI. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- VII. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.

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

46. Resolution of Disputes:

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

47. Jurisdiction

Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Mumbai, Maharashtra State, India only.

48. Submission of Bids

The E-bidders have to submit Bid security and Cost of RFP manually. The requirements of RFP (Original DD/BG for Cost of RFP and EMD) must be submitted physically in sealed cover in tender box placed at reception at 4th Floor at the following address on or before scheduled date and time.

Assistant General Manager,
Central Bank of India
Finance & Accounts
4th Floor, ChanderMukhi Building
Nariman Point
Mumbai-400021

Bank may, at its discretion, extend this deadline for submission of bids by releasing corrigendum to this tender document.

49.

Annexure A – Letter of Acceptance

(Letter to the bank on the bidder's letterhead)

To,
The General Manager,
Finance & Accounts
Central Bank of India,
4th Floor, Chander Mukhi Building,
Nariman Point, Mumbai-400021

Dear Sir,

Sub: Request for Proposal (RFP) for Engagement of Consultant for Implementation of Internal Financial Controls over Financial Reporting

With reference to the above subject, having examined and understood the instructions, terms and conditions forming part of it, we hereby enclose our offer as detailed in your above referred RFP.

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

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

We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the RFP in full or in part without assigning any reasons whatsoever.

We understand that

- a. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- b. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- c. If our bid is accepted, we are to be responsible for the due performance of the contract.
- d. Bidder means the bidder who is decided and declared so after examination of commercial bids.
- e. We enclose required Annexure and Demand Draft/Bank Guarantee for ₹80,000/- (Rupees Eighty Thousand only) towards EMD and ₹ 2,000/- (Rupees Two Thousand only) towards cost of RFP favoring Central Bank of India and payable at Mumbai, towards
- f. bid security, details of the same is as under:
Nos. :
Date :
Name of Issuing Bank:
Dated at _____ this _____ day of _____ 2023

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

Yours faithfully,

For _____

Signature _____

Name _____

Authorized Signatories

(Name & Designation, Seal of the Firm)

Date: _____

Annexure-A 1

Technical Bid Covering Letter

To,

General Manager (F&A)
Central Bank of India
4th Floor, Chandermukhi Building,
Nariman Point, Mumbai - 400021

SUB: RFP for Appointment of consultant for implementation of Internal Financial Control over Financial Reporting in Central Bank of India.

Ref: CBI / F&A /IFCO/02/2023-24 Dated 18/04/2023

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

S. No.	Particulars	Details to be furnished by the Bidder
a.	Technical specification as per Scope of Assignment	
b.	Name of the Bidder	
c.	E-mail address of contact persons	
	Details of:	
d.	<ul style="list-style-type: none">➤ Description of business and business background➤ Service profile & Client profile	
e.	Approach and methodology for the proposed scope of work along with illustrative deliverables	
f.	Details of similar assignments executed by the bidder during past years in India (Name of the Public Sector Banks or Private Sector Banks, time taken for execution of the assignments and documentary proof from the Public Sector Banks or	

Private Sector Bank are to be furnished)

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

- g.
- Name and complete postal Address of the customer.
 - Name, designation, Telephone , e-mails and address of the contact person(customer)
-

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

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

Declaration:

- a. We confirm that we will abide by all the terms and conditions contained in the RFP.
- b. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in shortlisting of bidders
- c. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
- d. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.
- e. We are attaching herewith related information as required i.e. cost of tender documents of ₹ 2000/- by way of Demand Draft No.....dated.....in favor of Central Bank of India payable at Mumbai, EMD (Earnest Money Deposit) of ₹ 80,000/- by way of Demand Draft No.....dated.....in favor of Central Bank of India payable at Mumbai or Bank Guarantee No. for ₹ 80,000/- in favor of Central Bank of India issued by----- with expiry date.....as per Appendices N. Required annexures to be enclosed while submission of Technical Bid and other related duly certified documents as mentioned in RFP document.

Date

Signature with seal

Name :

Designation :

Annexure-A 2

Covering letter for Commercial Bid

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

Reference No :

Date :

To

General Manager (F&A),
Central Bank of India,
4th floor, Chandermukhi Building
Nariman Point, Mumbai - 400021

Dear Sir,

SUB: RFP for Appointment of consultant for implementation of Internal Financial Control over Financial Reporting in Central Bank of India.

Ref: Ref: CBI / F&A /IFCO/02/2023-24 Dated 18/04/2023

We thank you for providing us an opportunity to participate in the subject RFP. Please find our commercial offer as per Annexure-F-Commercial Bid for the subject RFP along with this covering letter.

We conform to the terms & conditions stipulated in the RFP document, subsequent Amendments, if any and reply to the Pre-Bid Queries. We also confirm that we agree to the payment schedule mentioned in the subject RFP.

Date

Signature with seal

Name :

Designation :

Annexure B-1 Bidder's General Details

- 1 Name of the Bidder Firm/LLP
- 2 Date of Incorporation of Bidder Firm/LLP
- 3 Complete Address of Bidder Firm/LLP
- 4 Name and Contact Details and Email id of the nodal person
- 5 Particulars of the Authorized signatory
A) Name B) Designation C) Contact No. D) Email id E) Fax No.
- 6 Persons proposed to be assigned for the consultancy services and their profiles
- 7 Name, address and account no. of the Bidder's Banker
- 8 PAN of the Bidder Firm/LLP
- 9 GST Registration number of the Bidder Firm/LLP
- 10 Office address of Mumbai along with date of establishment of office in Mumbai. Total no. of Partners in Mumbai with list of full time professional staff of the Bidder in Mumbai. (Please provide Supporting Documents)
- 11 Details of Partners of the Bidder (As per Annexure B-4)
- 12 List of full time professional staff of the Bidder. (As per Annexure B-5)
- 13 Presence in how many cities/towns in India- Please furnish names of cities/towns
- 14 Any other information considered relevant by the Bidder

Dated this Day of.....

(Signature)

(In the capacity of)

Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)

Annexure B2–Particulars in respect of engagement /IFCO- FR Project in Companies in India

S. No.	Name of Company/ies	of	Balance Sheet size/ Turnover of the company/ies during the period of contract (₹)	Brief Details of Scope of work	Name of person In-charge from client side with contact no. and email id	Period
						From To

Note: Client Certificate/ Contract with Client in support of the information above should be submitted

Signature

Name and designation of the authorized signatory

Annexure B3–Details of Bidder

Name of the Bidder with Head office Address	Registration Number with ICAI

*ICAI – Institute of Chartered Accountants of India

Signature name and designation of the authorized signatory

Annexure B4–Details of Partners of the Bidder

S. No	Name of the Partners	Membership No. of Partner

Signature name and designation of the authorized signatory

Annexure B5–Details of full time professional staff of the Bidder

S. No	Name of the Professional staff	Membership No. with ICAI

Signature name and designation of the authorized signatory

Annexure B6–Team Member Profile

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

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

Signature name and designation of the authorized signatory

Annexure B 7– Undertaking

(On letter head)

We here by confirm that:

1. We have neither failed to perform on any agreement during last 3 years nor any penalty have been imposed by an arbitral or judicial pronouncement or awarded against us or our Affiliates/ group Companies/member firms.
2. None of our project/agreement remained incomplete and any of our agreement for any project is terminated during last 3 years for breach by us or our Affiliates/ group Companies/member firms.

Signature

Name and

designation of the authorized signatory

Annexure C- Eligibility Criteria

S.N	Eligibility Criteria	Documents Required	Compliance Yes/No
1.	<p>The bidder should be a partnership firm / LLP, CA Firm and should be in existence for last 15 years as on 31.03.2022.</p> <p>(The bidder should have a local office in Mumbai, India along with GST registration and has to provide details of single point of contact viz. name, designation, address, e-mail address, telephone/ mobile no. etc for all communications.)</p>	<p>Copy of the certificate of Incorporation issued by the registrar of companies / A copy of the Registration Certificate of the Partnership Firm / Under LLP Act. A Self-Declaration to be furnished by the Bidder on the Company's / Partnership's / LLP's letter head for the same.</p>	
2.	<p>Bidder or their partners should have, during the last 10 years as on 31.03.2022,</p> <p>A. Have been a Central Statutory Auditor (CSA) of a Category-A* Public Sector Bank or</p> <p>B. Have been a Central Statutory Auditor of Private Sector Bank** of minimum balance sheet of ₹3,00,000 crore***.</p>	<p>Client Certificate/ Contract with client/ Audit report.</p>	
3.	<p>Bidder should have minimum of, as on 31.03.2022 :</p> <p>(a) -10- Partners registered as a member of the ICAI, and</p> <p>(b) -10- full-time professional staff in India.</p> <p>“Professional Staff “means full-time staff with minimum qualification of CA and are on the payroll of the Bidder.</p>	<p>Constitution certificate issued by ICAI/ Self Declaration Certificate</p> <p>Annexure B-1</p>	
4.	<p>The Bidder should have minimum revenue of ₹2 crore with net profit from Indian operations in every financial year for the last three financial years ending March 31, 2022. The Bidder should</p>	<p>CA certificate / Audited financial statements /As per Annexure B-3</p>	

- not have negative net worth in any of the last three financial years A self-declaration by the Bidder on Letter head
5. Bidder should not have been banned /black listed/ declared ineligible for corrupt and fraudulent practices or otherwise by the Govt. of India / State Governments / RBI / ICAI / any statutory body and should not have any disciplinary proceedings pending against the applicant firm or any of the partners with ICAI / RBI A self-declaration by the bidder on their letter head.
6. The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of the Bank A self-declaration by the bidder on their letter head.
7. The Consulting firm should have in-house capability to take up assignment on their own. Joint and collative Bids will not be accepted. A self-declaration by the bidder on their letter head.
8. Bidder engaged in implementation of IFCO-FR in a company with minimum balance sheet size of ₹500 crore or annual turnover of ₹1000 crore. The Bidder having experience of implementing IFCO-FR in Scheduled Commercial Bank would be preferred. Client Certificate/Contract with client/Audit Report and details as per Annexure B-2
9. The Bidder should have neither failed to perform on any agreement during the last three years, as, evidenced by imposition of a penalty by an arbitral or judicial pronouncement or awarded against the Bidder or its Affiliates /Group Companies/member firms, nor from any project or agreement nor had any agreement terminated for breach by such Bidder or of its Affiliates/Group Companies/ member firms. A self-declaration by the bidder on their letter head.
As per Annexure B-7

Annexure D– Compliance to RFP Terms & Conditions

Bidder's Compliance (Yes/No)

- 1 Introduction
- 2 Background
- 3 Definition
- 4 Invitation of Tender Bids
- 5 Eligibility Criteria
- 6 Broad Scope of Work
- 7 Deliverables and Timelines
- 8 Cost & Currency
- 9 Price Validity and Single Point of Contact
- 10 Acceptance of Offer
- 11 Language of Bid
- 12 Instructions for Bid Submission
- 13 Award of Contract
- 14 Price Composition
- 15 Taxes and Duties
- 16 Rejection of Bid
- 17 Modification and Withdrawals of Bid
- 18 Pre Bid Meeting
- 19 RFP Response
- 20 Payment Terms
- 21 Contract Period
- 22 Liquidated Damages(LD)/Penalties for Delay
- 23 Service Level Agreement
- 24 Authorized Signatory
- 25 Review of Consultancy Services
- 26 Substitution of Project Team Members
- 27 Adherence to Standards
- 28 Confidentiality
- 29 Indemnity and Limitation of Liability
- 30 Intellectual Property Rights
- 31 Minimum Wages
- 32 Non-Transferable Offer
- 33 Responsibility of Completeness
- 34 Force Majeure
- 35 Exit Clause
- 36 Termination of Contract
- 37 Resource

- 38 RFP Ownership
- 39 Proposal Ownership
- 40 Sub Contract
- 41 Conflict of Interest
- 42 Tender/RFP Cancellation
- 43 Publicity
- 44 Corrupt and Fraudulent Practices
- 45 Adoption of Integrity Pact
- 46 Resolution of Disputes
- 47 Jurisdiction
- 48 Submission of Bids
- 49 Annexures

Place:

Authorized Signatory:

Date:

Name & Designation:

Business address & email id:

Annexure F– Commercial Bid

Serial No.	Description	Amount in (₹) Inclusive of GST
1	Assignments of IFCO-FR Consultancy for Implementation as per Scope of Assignment of RFP Taxes @ _____	
	Total Cost to Ownership (TCO)	
TCO in Words:		

Notes:

1. TCO must be quoted in Indian Rupees and in WORDS AND FIGURES exclusive of taxes and it is valid for five years
2. In case of any discrepancy, TCO quoted in words will be considered.
3. The price quoted should be inclusive of Cost of deliverables and all services mentioned in this RFP as per Bank's requirement.
4. Payment will be made as per the mentioned Payment Terms.
5. Bank will not consider any conditions mentioned in the commercial bid. Bank reserve the right to disqualify the bidder if any deviation/conditions are mentioned in the commercial bid.
6. All the prices are mandatory to be quoted else bid is liable to be rejected.
7. I/We agree that this offer shall remain valid for a period of 120 days from the last date of submission of Proposal or such further period as may be mutually agreed upon.

Authorized Signatory:

Name & Designation & mail id:

Business Address:

Place:

Date:

Annexure G– Declaration for Compliance

All Terms and Conditions including scope of work except technical specifications

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP including all addendum, corrigendum etc. (Any deviation may result in disqualification of bids).

List of deviations

- 1) _____
- 2) _____
- 3) _____
- 4) _____

Signature:

Name

Date

Seal of company:

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

Annexure H - Undertaking by Bidder

Place:
Date:

To:
The General Manager,
Finance & Accounts
Central Bank of India
4th Floor, ChanderMukhi Building
Nariman Point, Mumbai-400021

Undertaking (To be submitted by all Bidders' on their letter head)

We _____ (bidder name), hereby undertake that-

- As on date of submission of tender, we are not blacklisted by the Central Government / any of the State Governments / PSUs in India or any Financial Institution in India in last 3 years
- We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the Company)

Date

Annexure J- Confidentiality / Non-Disclosure Agreement

This CONFIDENTIALITY AGREEMENT (the “Agreement”) entered into on this _ day of 2020, and shall be deemed to have become in full force and effect from (the “Effective Date”). BY and between M/s. _____ a firm/LLP, _____ in force in India, having its registered office at _____ (hereinafter referred to as “-----” or “Vendor” which expression shall, unless it be repugnant or contrary to the context or meaning thereof, mean and include its, successors and permitted assigns) of the ONE PART

AND

Central Bank of India, a corresponding new bank constituted under section 3 of Banking Companies (Acquisition & Transfer of Undertakings) Act 1970 having its Head office at Chandermukhi Building, Nariman Point, Mumbai – 400021 (hereinafter referred to as “Central Bank” or “Bank” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns), of the OTHER PART:

----- and the Bank shall hereinafter jointly be referred to as “Parties” and individually as a “Party”.

In this Agreement, “**Affiliate**” means any entity which from time to time Controls, is Controlled by or is under common Control with the relevant party or entity, where “Control” means having the ability (including, without limitation, by means of a majority of voting rights or the right to appoint or remove a majority of the board of directors) to control the management and policies of an entity.

WHEREAS:-

- i. Vendor inter-alia is engaged in the business of providing IT related solutions & services to various business entities in India & abroad.
- ii. Central Bank has agreed to disclose, transmit, receive, and/or exchange certain “confidential information” to cover the business transaction between parties for the

provision of services related to ” (“the Purpose”) as more particularly described in Purchase Order no , issued by Central Bank in favor of M/s. -----.

NOW THIS AGREEMENT WITNESS:

1. Interpretation

In this Agreement “**Confidential Information**” means all information belonging to a Party that is or has been disclosed to one Party (the “Receiving Party”) by the other Party (the “Disclosing Party”) in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving Party, 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, (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, or (e) is disclosed pursuant to an order of a 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.

2. Confidentiality:

2.1 Except to the extent as agreed herein, the Receiving Party agrees to regard, preserve and keep as secret and confidential all Confidential Information of the Disclosing Party or its clients or any member of their group disclosed under this Agreement. In maintaining confidentiality hereunder the Receiving Party agrees and accepts that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the disclosing party.

- I. disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or
- II. use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or
- III. disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or

- IV. use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.

2.2 The Receiving Party also agrees and accepts that it may endeavor:

- I. use at least the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure;
- II. keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- III. limit access to such Confidential Information to those of its (including its Affiliates“) directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information in the manner prescribed in this Agreement; and
- IV. upon discovery of any disclosure or suspected disclosure of Confidential Information, to take reasonable effort to as per the circumstances, to inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.

3. Return or destruction:

The Receiving Party may, upon completion of the purpose mentioned aforesaid or at any time on receipt of a written demand from the disclosing party: i) immediately return all written Confidential Information and all copies thereof provided to, or produced by, it or its advisers, as the case may be, which is in such party’s possession or under its custody and control; ii) to the extent practicable, but without prejudice to the obligations of confidentiality herein, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the other party; iii) so far as it is practicable to do so (but, in any event, without prejudice to the obligations of confidentiality contained in this Agreement), immediately expunge any Confidential Information relating to the Disclosing Party or its clients or any member of their group or their projects from any computer, word processor or other device in its possession or under its custody and control.

4. Permitted disclosure:

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such requirement with a view to providing the

opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

5. Ownership of Information:

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

6. No Representation:

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein.

7. Remedies and Relief:

The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favor upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its cost and fees, including Advocate's fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its cost and expenses including Advocate's fees.

8. No Assignment

This Agreement shall not be assigned by the successful bidder, by operation of law or otherwise, without the prior written consent of Bank. This Agreement shall inure to the benefit of and will be binding upon the parties' respective successors and permitted assigns.

9. Severability

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

10. Delay or Waiver

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

11. Notices

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

12. Term

This Agreement shall commence from the Effective Date of this Agreement and shall be valid for 6 months beyond contract period upto March 2023 or period of deliverables under this contract whichever is earlier. Confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the agreement. Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the one month notice period issued by the non-defaulting Party. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of 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.

13. Governing Law

The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Mumbai.

14. Indemnity

The Receiving Party agree to indemnify and hold harmless the Disclosures against all costs, liability, losses and claims incurred by the Disclosing Party as a result of a breach of this Agreement.

15. Modification

Modification to any of the provisions of this Agreement shall be void unless it is writing and duly executed by Parties.

16. Headings

The headings given herein above are for ease of reference only and shall not attach or have any effect/ meaning whatsoever contrary to what is stated in the agreement.

17. Review of Contract and performance

Bank shall have the right of periodical /yearly review of the performance of the successful bidder under the contract which would be basis of continuation or termination of the same. Bank shall also have the right to review, either itself or through another agency as it may deem fit, the financial and operating performance of the bidder in order to assess the ability of the bidder to continue to meet its outsourcing/contractual obligations.

18. Proprietary Rights:

The entire work product mentioned in this RFP shall be the sole and exclusive property of the Bank. The successful bidder hereby-irrevocably grants, assigns, transfers to the Bank all rights, title and interest of any kind, in and to the work product produced under RFP contract. All information processed, stored, or transmitted by successful Bidder belongs to the Bank. The Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately. Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank's decision will be final.

19. Counterparts

This Agreement has been signed in duplicate, each of which shall be deemed to be an original. The exchange of a fully executed Agreement (in counterparts or otherwise) shall be sufficient to bind the parties to the terms and conditions of this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS _____ DAY OF _____ 2023

Signed and Delivered by

M/s _____

Signed and Delivered by

Central Bank of India

Signed by:

Name _____

Title _____

In presence of

Signed by:

Name _____

Title _____

In presence of

Annexure K – Reference Site Details

Please provide following information for most relevant projects and clients in India:

Use the format below to provide information for which your firm was legally contracted for carrying out consulting assignment. Please mention more than one assignment under the same client if relevant. (Use separate sheet for each client)

1	Name of the client/description of the client:	
2	Description of the assignment:	
3	Duration of the assignment (in months) as per the agreement:	
4	Start date:	
5	End date:	
6	Team size for the assignment (full time members):	
7	Terms of reference	
8	Impact Achieved	
9	Duration of all the consulting assignments for the client (in months):	
10	Other experience with the client	
11	Any other relevant information	

Certificate of experience/ work done/ satisfactory work completion from Senior Executive of the client to be attached regarding the successful completion. Please include client references/ commendation letters, if any.

Place:

Date:

Signature:

Name & Designation:

Business Address:

Annexure L- Letter for Refund of EMD

LETTER FOR REFUND OF EMD (To be submitted by the unsuccessful bidders)

Date:

The General Manager,
Finance & Accounts
Central Bank of India,
4th Floor, ChanderMukhi Building,
Nariman Point, Mumbai-400021

We _____ (Company/firm Name) had participated in the Request for Proposal (RFP) for Engagement of Consultant for Implementation of Internal Financial Controls over Financial Reporting and we are an unsuccessful bidder.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows

Sr. No.	Bidder Name	Cheque / DD	Drawn on	Amount(₹)
		Number	(Bank Name)	

Bank details to which the money needs to be credited via NEFT are as follows

1. Name of the Bank with Branch
2. Account Type
3. Account Title
4. Account Number
5. IFSC Code

Sign

Name of the signatory

Designation

Company Seal.

Annexure M – Bid Query Format

Bidders have to provide their queries on eligibility criteria, scope of work, terms & conditions etc. in excel format as mentioned below. Bidders are requested to categorize their queries under appropriate headings. Bidders are requested to provide a reference of the page number, state the clarification point and the queries/suggestion/deviation that they propose as shown below (all the queries will be entertained only in Microsoft Excel in the following format by e-mail):

Queries will not be accepted in any other format other than Microsoft Excel.

Sl. No.	Clause no.	Page no.	Clause	Query	Bank Response

Place:

Date:

Signature:

Name & Designation:

Business Address:

Annexure N - Bank Guarantee for EMD

Date:

To

The General Manager,
Finance & Accounts
Central Bank of India,
4th Floor, ChanderMukhi Building
Nariman Point, Mumbai-400021

Dear Sir,

M/s _____ having their registered office at _____ (hereinafter called the 'Bidder') wish to respond to the Request for Proposal (RFP) for Engagement of Consultant for Implementation of Internal Financial Controls over Financial Reporting, self and other associated Bidders and submit the proposal for the same 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 ₹80,000.00 (Rupees Eighty Thousand 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. Withdraws its bid during bid validity period
2. Refuses to honor commercial bid. Bank reserves the right to place order onto Bidder based on prices quoted by them.
3. Refuses to accept purchase order or having accepted the purchase order, fails to carry out his obligations mentioned therein

We _____ (Bank giving guarantee), undertake in consideration of the premises and at the request of the Principal (Central Bank of India), do hereby guarantee and undertake to pay to the Principal forthwith on mere demand and without any demur, any money or moneys not exceeding a total sum of Rs _____ (Rupees..) only as may be claimed by the Principal to be due from the Bidder by reason of failure to perform the contract as per terms and conditions of the RFP/Agreement executed."

"The guarantee shall not be affected by any change in constitution of us, Bidder or the Principal."

Notwithstanding anything contained herein:

- 1) Our liability under this Bank guarantee shall not exceed ₹80,000.00 (Rupees Eighty Thousand Only).
- 2) This Bank guarantee will be valid up to _____; with a claim period of 1 year thereafter 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 _____.

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

Signature

Name

(In Block letters)

Designation

(Staff Code No.).....

Official address:

(Bank's Common Seal)

Attorney as per power of Attorney No.

Date:

WITNESS:

1..... (Signature with Name, Designation & Address)

2..... (Signature with Name, Designation & Address)

Annexure O – Format of Performance Bank Guarantee (Covering Delivery obligations)

NOTE:

1. This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, other than Central Bank of India, as per the following format.
2. This bank guarantee should be furnished on stamp paper value as per Stamp Act. (not less than ₹500/-).
3. The stamp paper should be purchased either in the Name of the Bank executing the Guarantee or in the name of Central Bank of India.
4. This Bank Guarantee should be furnished within 30 days from the date of purchase order or the delivery period prescribed in the purchase order whichever is earlier.
5. This Bank Guarantee should be directly sent to the bank by the Issuing Bank under Registered Post with Acknowledge Due.

To
The General Manager,
Finance & Accounts
Central Bank of India,
4th Floor, ChanderMukhi Building,
Nariman Point, Mumbai-400021

Dear Sir,

1. In consideration of Central Bank of India, Finance & Accounts Department, Central Office, 4th Floor Nariman Point Mumbai-400021, placing an order for Engagement of Consultant for Implementation of Internal Financial Controls Over Financial Reporting of & on _____ having registered office at _____ (hereinafter called the vendor) as per the purchase contract entered into by the vendor vide purchase contract no _____ dated _____ (hereinafter called the said contract), we _____ (Name of the Guarantor Bank), a 'schedule bank', issuing this guarantee through its branch at _____ presently located a _____ (hereinafter called the bank), at the request of the bidder, do hereby guarantee and undertake to pay without demur to the purchaser, forthwith on mere demand, at any time up to **INR** _____ any money or moneys not exceeding a total sum of **INR** _____ (**Rupees** _____ **Only**) as may be claimed by the purchaser to be due from the bidder by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of failure of components as per the terms and conditions of the contract.
2. Notwithstanding anything to the contrary, the decision of the purchaser as to whether bidder has failed as per the said contract, and also as to whether the bidder has failed to maintain the deliverables and timelines as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere written demand received within validity without any demur, reservation, recourse, contest or protest and/or without any reference to the bidder. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the

purchaser and the bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3. The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the bidder and accordingly discharges the Guarantee or till the date of expiry of this guarantee, whichever is earlier.
4. In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your guarantor in respect of all your claims against the bidder hereby guaranteed by us as aforesaid.
5. The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the bidder from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the bidder and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the bidder for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank. However, our liability will remain restricted and valid till _____
6. The Guarantee during its currency shall not be affected by any change in the constitution of the bidder or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.
7. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other banks) on behalf of the bidder heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing uncanceled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the bidder heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.
8. Any notice by way of demand or otherwise under this guarantee may be sent by special courier, , or registered post to our local address as mentioned in this guarantee i.e. _____ However, any such notice should reach at our counters on or before expiry of the Claim Period i.e. _____
9. Notwithstanding anything to the contrary contained hereinabove:
 - a) Our liability under this Bank Guarantee shall not exceed **INR** _____ (**Rupees** _____). **Only**.
 - b) This bank Guarantee will be valid upto _____ and
 - c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if a demand is made in writing on the Bank at this branch on or before date _____ (claim

period). All your rights as well as our liability under this bank guarantee shall stand extinguished unless a written claim or demand is made under this guarantee not later than _____

This guarantee deed must be returned to us upon expiration of the period of guarantee.

Signature

Name

(In Block letters)

Designation

(Staff Code No.).....

Official address:

(Bank's Common Seal)

Attorney as per power of Attorney No.

Date:

WITNESS:

1..... (Signature with Name, Designation & Address)

2..... (Signature with Name, Designation & Address)

Annexure P – Know Your Employee (KYE) Clause

(Bidder has to submit Undertaking on company letter head as per format given below).

1. We _____ (name of the Firm/LLP) hereby confirm that all the Resource (both on-site and off-site) deployed/to be deployed on Bank's project for _____ (Name of the RFP) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.
2. We undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages , claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Bank.
3. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, Educational document, etc) to Bank before deploying officials in Bank premises for _____ (Name of the RFP).”

Signature of Competent Authority with company seal _____

Name of Competent Authority _____

Organization _____

Designation within Organization _____

Date _____

Name of Authorized Representative _____

Designation of Authorized Representative _____

Signature of Authorized Representative _____

Verified above signature

Signature of Competent Authority _____

Date _____

Annexure -Q

Integrity Pact

(This has to be submitted in the non-judicial Stamp Paper Rs 500/-)

PRE CONTRACT INTEGRITY PACT

INTEGRITY PACT

Between

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

And

----- herein after 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 Law 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 Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principals mentioned above.

Section 1- Commitments of Principal

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

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 processor or the contract execution.

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

(2) If the Principal obtain 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 action.

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. The Bidder(s)/Contractor(s) commits themselves to observe the following principles during 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 cartelisation 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 appended below

e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter. (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.

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 appended below

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 Company 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) In case of sub-contracting the principal contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

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

(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 after approval by Central Vigilance Commission. 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. The Monitor would have access to all Contract documents whenever required. It

will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to Managing Director & CEO CENTRAL BANK OF INDIA.

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

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

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. 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 Managing Director and CEO, CENTRAL BANK OF INDIA , within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the MD & CEO CENTRAL BANK OF INDIA, a substantiated suspicion of an offense 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 offense 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. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. 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.

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) Issue like Warranty/ Guarantee etc, shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & On behalf of the Principal) _____ (For & On behalf of Bidder/Contractor) _____ (Office Seal) (Office Seal) Place ----- Date ----- Witness 1: (Name & Address) _____

Witness 2: (Name & Address) _____

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS:

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

1.1 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.

1.2 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

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

2.1 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.

Guidelines on Banning of Business Dealing

1 Introduction

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.

1.2 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.

2. Scope

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.

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.

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.

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.

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

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.

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

3. 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;

c) If management is common;

d) 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) while Banning Executive Director (BSD) shall be the „Competent Authority“ for the purpose of these guidelines. Managing Director & 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 goods.

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 Managing Director & 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) Managing Director & 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.

4. 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 may also be competent to advise such action.

5. 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. 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 Convenor 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 its 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-despatch 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

7.1 A 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 Convenor 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 Limited 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 mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.

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.

Process of e- tendering

Instructions to Bidders – e tendering

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

Registration Process for Bidders

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

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

Bid Submission Mode.	https://centralbank.abcprocure.com/EPROC Through e-tendering portal (Class II or Class III Digital Certificate with both Signing & Encryption is required for tender participation)
Support person and phone number for e-tender service provider for any help in accessing the website and uploading the tender documents or any other related queries.	<p>e-Procurement Technologies Limited Technical Support Team</p> <p>Mr. Sujith Nair: 079 68136857 sujith@eptl.in</p> <p>Ms. Geeta : 079 90334460 geeta@auctiontiger.net</p> <p>Ms.Khushboo : 09510813528 khushboo.mehta@eptl.in</p> <p>Ms. Pooja : 09328931942 pooja.shah@eptl.in</p> <p>Ms. Komal : 07904407997 komal.d@eptl.in</p> <p>Mr Nandan Valera : 9081000427 nandan.v@eptl.in</p> <p>Ms Vrusha Soni : 9904407997 vrusha@eptl.in</p> <p>Mr Jaymeet : 6354919566</p> <p>Mobile Numbers: +91-9904407997 9081000427</p>

Note: please note Support team will be contacting through email and whenever required 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.

Dos 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 L1 through bids submitted on Bank's E-Tendering website <https://centralbank.abcprocure.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 cannot 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.

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"

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>

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. 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 form 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 Authority 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.

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 9 (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.

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.abcprocure.com/EPROC>.

Download of Tender Documents:

The Pre-qualification / Main Bidding Documents are available for free downloading. However, to participate in the online tender, the bidder must purchase the bidding documents via Demand Draft mode by filling the cost of tender form fee.

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 Tendering Authority of CBI. 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.abcprocure.com/EPROC>

Steps to encrypt and upload a document:

- e) 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).
- f) After successful encryption, format of encrypted file will change to .enc which is required to be uploaded by bidders.
- g) After encryption bidders are required to upload document as per the mandatory list mentioned in the envelope i.e Technical / Commercial.
- h) 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 below mentioned numbers.

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

Close for Bidding:

After the expiry of the cut- off time of Online Submission of Tender stage to be completed by the Bidders has lapsed, the Tender will be closed by the Tender Authority.

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

Short listing of Bidders for Financial Bidding Process:

The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents will shortlist the Bidders who are eligible for Financial Bidding Process. The short listed Bidders will be intimated by email.

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.

Tender Schedule (Key Dates):

1. 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.