



**Central Bank of India**

**Tender Document**

**Tender Reference Number: CO: DIT: PUR: 2021-22:333**

**For**

**Procurement of SMS (Push and Pull) , E-mail , Web and App push notifications , WhatsApp notifications, voice alerts and campaign Services for Central Bank of India and its' sponsored RRB's.**

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## 1. PURPOSE OF THE DOCUMENT

The Request for Proposal (hereafter referred to as “RFP”) document is meant for the purpose Procurement of SMS (Push and Pull), email , Web and App push notification , WhatsApp notification ,voice alerts and campaign Services for Central Bank of India and its’ sponsored RRB’s, conditions and specifications provided in this Request For Proposal (RFP) document.

This RFP details the scope, project timelines, evaluation process, terms and conditions as well as other applicable criteria which the Bidder needs to factor in while responding to this RFP. The objective of this RFP is to find a suitable Bidder with requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in this RFP document, for Central Bank of India, hereafter called the “Bank”, while maintaining high standards of quality and service.

**Note:** *This RFP should not be considered as a statement of intent for procurement, unless a purchase order (PO) or notification of award is published by Bank if any, as an outcome of this RFP process.*

## 2. INTRODUCTION

### 2.1. INVITATION FOR TENDER OFFER

Central Bank of India invites sealed tender offers (technical offer and commercial offer separately) from the eligible bidders for “Procurement of SMS (Push and Pull), email , Web and App push notification , WhatsApp notification, voice alerts and campaign Services for Central Bank of India and its’ sponsored RRB’s.”

This RFP document is not an offer or invitation to enter into a contract or an agreement with respect to the services requested by the Bank. The provision to accept the services offered by any eligible and willing participant is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified after completion of the selection process as per the selection/evaluation criteria contained in this RFP. Bank reserves the right to reject any or all proposals received in response to the RFP without assigning any reasons.

The copy of tender document may be obtained from Dept of IT, 1st Floor, Plot No. 26, Sector – 11, CBD Belapur, Navi Mumbai. Alternatively, the same may be downloaded from Bank’s website [www.centralbankofindia.co.in](http://www.centralbankofindia.co.in).

The schedule is given below:

Tender Reference Number	CO:DIT:PUR:2021-22:
Tender Document Cost	INR 82,000/- (Rupees Eighty Two Thousand Only)
Earnest Money Deposit	INR 1,64,00,000/- (Rupees One crore Sixty four Lakh Only)
Date of Commencement of sale of tender Document	<b>01/07/2021</b>
Pre-Bid meeting with Bidders	<b>07/07/2021 at 15:00 Hrs</b>
Last Date and Time for receipts of Online Tender Offers	<b>28/07/2021 at 15.00 Hrs</b>
Time & Date of Opening of Technical Bids	<b>28/07/2021 at 15.30 Hrs</b>
Mode of bid submission: Online	URL: <a href="https://centralbank.abcprocure.com/EPROC">https://centralbank.abcprocure.com/EPROC</a>
Response Types	1. Technical Bid + Document Cost + Bid Security
	2. Commercial Bid
Address for Communication	Central Bank of India, DIT, Plot No 26, Sector – 11, CBD Belapur, Navi Mumbai- 400 614 E-Mail: <a href="mailto:smcpcadmin@centralbank.co.in">smcpcadmin@centralbank.co.in</a> <a href="mailto:smitdlc@centralbank.co.in">smitdlc@centralbank.co.in</a> <a href="mailto:smitpurchase@centralbank.co.in">smitpurchase@centralbank.co.in</a>

	cmitdlc@centralbank.co.in
Place of Opening tender offers online	Central Bank of India, DIT, First Floor Plot No 26, Sector – 11, CBD Belapur, Navi Mumbai- 400 614
Contact Telephone Numbers	Ph: 022-6712 3584, 6712 3669, 6712 3529 Ms Runa Ghosh , CM-IT Mr Vinod Kumar Kain . SM-IT

**The pre bid meeting will be held as conference call or through Web-Link with the bidders who have submitted proof of remittance of document cost or exception certificate of MSME, if applicable, by email to the Bank on or before the stipulated time.**

For any clarification with respect to this RFP, the bidders may send their queries/suggestions, valuable inputs and proof of remittance of document cost or exception certificate of MSME by Email to the Bank. It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be sent to designated Email IDs within stipulated time as mentioned.

In accordance with Government of India guidelines, Micro and Small Enterprises are eligible to get tender documents free of cost and also exempted from payment of earnest money deposit upon submission of copy of valid MSME certificate.

Start-ups (which are not MSEs) are exempted only from Bid security amount.

Bid Security mentioned above must accompany all tender offers (technical bid) as specified in this tender document or exemption claimed from payment of Document cost/EMD duly enclosing a copy of valid MSME certificate.

It is essential that all clarifications / queries / suggestions be submitted to Central Bank of India at the above address at least one days before the date of the Pre-bid meeting. Bidders who furnish the Tender Fees before pre-bid meeting, will be eligible to participate in the pre-bid meeting.

Fees for RFP document, INR 82,000/- to be paid in the form of Demand Draft issued by a Scheduled Commercial bank (except Central Bank of India) in favour of "Central Bank of India" payable at Mumbai and the DD should be submitted prior to the pre bid meeting. The tender fee can also be submitted by way of NEFT in account no. 3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration "Tender ref no "CO: DIT: PUR: 2021-22:333" in favor of "Central Bank Of India" and payable at MUMBAI. The proof of payment of RFP document cost also to be uploaded with the Technical Bid, by those who want to download the RFP from Website.

In case any bidder has not attended the pre-bid meeting and want to participate in the RFP process, they are allowed for the same and the fee for RFP document can be submitted along with the "Technical Offer" on or before the prescribed last date of submission of the tender offers.

Earnest Money Deposit of INR 1,64,00,000/- (Rs One Crore Sixty Four Lakh only) should be submitted along with the technical offer. Tender offers (Technical) will be opened, in the presence of the tenderer's representatives who choose to attend the opening of tender. No separate communication will be sent in this regard. Offers made without EMD or valid exemption will be rejected. Bank may accept bank guarantee in lieu of Earnest Money for an equivalent amount valid for 120 days from the last date of bid submission and issued by any scheduled commercial bank in India (Annexure-16), other than Central Bank of India . The Bank will not pay any interest on the Bid security. Alternatively, bidders can pay the Bid Security amount through NEFT in the account no. 3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration "Tender ref no Tender "**CO: DIT: PUR: 2021-22:333** "

Technical Specifications, Terms and Conditions and various formats for submitting the tender offer are described in the tender document and its annexures.

**Asst. General Manager – IT**

Central Bank of India, DIT,  
1<sup>st</sup> Floor, Plot No 26, Sector – 11, CBD Belapur,  
Navi Mumbai- 400 614



## **2.2. ABOUT THE BANK**

Central Bank of India herein after referred to as the “Bank”, established in 1911, was nationalized in the year 1969 and today is a leading public sector Bank listed in BSE/NSE.

The organizational structure of the Bank consists of four tiers viz., Central Office (CO), Zonal Offices (ZO), Regional Office (RO) and Branches. CO, consisting of various functional departments deals with mainly policy formulation, setting of targets and monitoring of performance. The Bank has set up 10 Zonal Offices to exercise immediate supervision and control over the 90 Regional Offices, which in turn supervise the branches under their jurisdiction. The Bank has pan India presence with a network of 4646 branches and around 3656 ATMs.

Central Bank of India is floating the RFP for Procurement of SMS (Push and Pull), email , Web and App push notification, WhatsApp notifications , voice alerts and campaign Services for Central Bank of India and its’ sponsored RRB’s.

## **2.3. PROJECT SCOPE**

A description of the envisaged scope is enumerated as under. However, the Bank reserves its right to change the scope of the RFP so as to address the need.

To provide complete solution for Procurement of SMS (Push and Pull), E-mail ,Voice alerts ,App ,Web and WhatsApp push notifications and campaign Services for Central Bank of India and its’ sponsored RRB’s. Bidder should supply, install, test, commission and provide maintenance of SMS, email ,voice alerts , App & Web notifications ,WhatsApp notifications and campaign Services for Central Bank of India and its’ sponsored RRB’s with Three year warranty & support for Central Bank of India and its RRB, at the location mentioned below as per the mentioned technical specifications. Bank will not procure any type of hardware / middleware for this solution.

**Central Bank of India,  
Dept. of Information Technology,  
1<sup>st</sup> Floor, Central Bank Building,  
Plot No.26, Sector 11,  
CBD Belapur, Navi Mumbai – 400 614.**

### 3. BROAD SCOPE OF WORK

#### I. SMS SERVICE

- a) The Bank desires to implement a top class solution for SMS gateway services with 24x7x365 availability. The bank proposes to procure a robust, reliable and feature-rich solution to deliver SMS to customers' mobile phones on real time basis and also send promotional messages and transactional alerts. Approximately, 20 crore transactional messages are being sent every month for the customers of Central Bank of India and its' sponsored RRB's. Messaging Platform provided by the bidder must include following features:-
- ✓ SMS PUSH and PULL service / notifications.
  - ✓ SMS service with voice.
  - ✓ E-mail service
  - ✓ App ,Web and WhatsApp push Notifications
  - ✓ Missed call services like Missed call Balance Enquiry, Mini Statement, Debit Card Hotlisting, various offers viz., Vehicle loan, Housing Loan etc.
- b) For Enabling PULL SMS facility, the bidder will be required to provide *long codes*, short codes and virtual Mobile Numbers (VMN) for missed call facility as per requirement for the use of the Bank, for receiving incoming SMSs in predefined formats from its customers. Further the bidder should also have the option of utilizing the existing VMN number provided by the bank.
- c) The Code (long code/short code/VMN) allotted to the Bank should be easily memorable and accessible to the bank customers, both domestic and international, through all the telecom operators across the globe on 24X7X365 basis. For these code (long code/short code/VMN) Bank will not pay any recurring charges, only one time cost to be borne by bank.
- d) The codes once allocated to bank for accessing Pull Service (long code/short code/VMN) will be the property of the bank. In case of expiry of contract or termination of the contract due to any reason, the bidder has to surrender these codes /VMN to the Bank. Also, The selected bidder shall support migration of existing VMN/Long code/Short Code to New service provider after surrender without extra cost to bank.
- e) Integration with various application like CRM, SDR, LLM, EFRMS and other will be without any additional cost.
- f) Solution should be able to support integration with social networking platforms like Twitter, WhatsApp, Instagram, Facebook etc.
- g) The solution offered should be scalable to meet the requirements of the Bank for the next 3 years from the date of award of contract as per table mentioned below.
- h) The bidder has to ensure SMS message whose contents exceeds 160 characters should be delivered as a single message on receiver's handset, unless there is dependency of the same on the receiver's mobile handset.

- i) It will be the responsibility of the bidder to obtain necessary approvals for providing the required facility from TRAI or other statutory/regulatory bodies, if any.
- j) The bidders system/ solution should handle URL based communication both secured (https) and normal (http) based communication and message should be delivered to the specified port, if the port is provided in the URL.
- k) Bank also intends to obtain web (Internet) based utility for sending SMS in bulk by various Offices to its various officials conveying various informal /official communications every day. The Bulk SMS that are sent are mostly informal official communication and are meant for various functionaries of the Bank viz., Executives of the Bank, Branch Managers, Marketing Officers and other Branch Officials etc. The contents of the SMS would generally convey some business statistics, a reminder or a simple greetings message etc.
- l) The bidder will be required to provide Dashboard (URL / link) based facility (enquiry and MIS module) along with user ID and password for verifying the status of an SMS at our Office in CBD Belapur.
- m) The bidder shall send the SMS to customer as per specified templates shared by the Bank only. Any false SMS/Voice Messages or deviation from existing templates shall encounter on bidder's liability.
- n) The Bank has a setup for sending API (for OTPs) and xml (for bulk SMS) based requests. These requests are generated by the Bank's in-house platform and the SMS is sent to the Bidder's predefined URL. The existing setup shall be reused for sending the requests to the Bidder's platform for onward SMS delivery. Hence the Bidder will require to customise their setup to consume the Requests coming from Bank.
- o) The vendor has to provide the backup of all the SMS logs in readable and downloadable format through DVD/ or bidder's own SFTP arrangement on monthly basis along with the invoice, as per the format (Annexure 15) provided by the Bank.
- p) Approval of templates from Telecom Regulatory Authority of India (TRAI) whenever any adhoc promotional/ alert messages are to be sent, same need to be made available through Dash Board.
- q) To meet the above requirements, Bank is looking for a web (Internet) based utility for sending SMS to user's Mobiles as per the Specifications furnished in this document.
- r) The Bidder shall undertake the project as per the Scope of Work and Technical Specifications provided in this document.

- s) API details shall be provided to the successful bidder after issuance of Purchase Order (PO).

**II. SMS in Regional languages:**

- a) The Bidder is required to provide the SMS services in 15 regional languages including Hindi.
- b) The default SMS shall be sent in English however where ever the regional language flag is enabled the Bidder will have to convert the SMS to the regional language and send an SMS to the customer.

**III. SMS Campaign**

- a) Bank shall do periodic SMS campaigns for which SMS in bulk has to be sent to the customers.
- b) The data shall be provided to the Bidder over SFTP or needs to be collected from the Bank's concerned department.

**IV. Missed Call Alert:**

- a) Bank already provides the facility of Missed Call based enquiry to customers. The Bank's customer gives a missed call from his registered mobile number to the predefined number. On receipt of this call the service provider sends a request to Bank and Bank in response generates a SMS for the customer.
- b) The Bidder will have to procure the numbers in Bank's Name and continue the services. The Bank will borne one time implementation cost, no recurring charges paid by bank for same.

**V. E-mail alert services:**

- a) Besides the SMS alerts Bank also intends to send e-mail Based alerts to the customers. The solution offered should also have a provision to send e-mail Alerts to the customer's e-mail IDs with Bank.
- b) Bank shall pass the e-mail ID of the customer in the request which shall be processed by the bidder and an e-mail in predefined template shall be sent to the customer.
- c) The common API shall be used for this purpose thereby providing following combinations combination for Bank (Only SMS / Only e-mail / only Voice /SMS and e-mail Both / SMS and voice both / e-mail and voice both / SMS, e-mail and voice all).
- d) Separate API for this purpose may also be required by the Bank for which the Bidder shall have to make necessary arrangements.
- e) The Bidder platform should have capability of best effort delivery of the SMS in customer's Inbox.
- f) Bank may initiate the Bulk e-mail campaign for which the Bidder shall have to deliver the desired e-mail to the list of the customer e-mail IDs.
- g) The Bank shall not provide any e-mail setup for this purpose.

**VI. Voice alert services:**

- a) The common API shall also have a facility for Voice alert through a flag. The bidder shall read the flag and send voice alert.
- b) The common API shall be used for this purpose thereby providing following

- combinations for Bank (Only SMS / Only e-mail / only Voice /SMS and e-mail Both / SMS and voice both / e-mail and voice both / SMS, e-mail and voice all).
- c) Separate API for this purpose may also be required by the Bank for which the Bidder shall have to make necessary arrangements.
  - d) Bank may use the facility for Bulk voice message campaign service. The data shall be provided to the Bidder through SFTP or needs to be collected from the Bank's concerned department by the bidder's authorised representative.
  - e) The Bidder shall arrange for conversion of the text message to voice and send the sample for approval.
  - f) The facility to send the alerts in regional languages should also be available.

## **VII. Web , App and WhatsApp based Notification service**

- a) Bidder has to provide Web and App based push notification service to various application of the Bank viz Internet Banking , Mobile Banking , UPI etc.
- b) Integration of required API / SDK with various applications of Bank for Web and App based push notification will be done by bidder.
- c) Integration has to be done by the bidder for sending WhatsApp notifications to the customers regarding our new launches, products etc to their WhatsApp account.

## **VIII. SMS Security and compliance**

- a) The bidder should use their own "SMS Gateway Services" to deliver the messages to the SMSs directly. The bidder must have its own Level III/Tier III DC and DR , both should be located in India for providing SMS gateway services. The bidder should have DR capability to send SMS from at least two different seismic zones in two different geographical locations for ensuring business continuity.
- b) Bidder has to provide details of architecture of their setup viz, having on their premise/cloud (private), DR setup etc.
- c) Bidder should have information security policy containing Change management process and Incident management /response in place with periodic review.
- d) Bidder should be ensure compliance of the instructions issued by RBI / Central Govt , Security agencies and other Regulators in respect of services being mentioned in this RFP.
- e) Solution provided should have complete message journey information which is indisputable through technology solution / DLT .
- f) Solution provided should have End to End message encryption.
- g) Facility should be there to send encrypted SMS texts from bank to bidder server and bidder must be able to decrypt the SMS text and send to customer.
- h) The data stored by the vendor during the contract period should be encrypted.
- i) Data should be made available by the vendor up to contract period, thereafter data should be handed over to Bank without any additional cost.
- j) Bidder has to ensure Banks data privacy and security and provide a self-declaration of this effect to the Bank.

k) The API should support encryption-decryption for the entire API parameters supporting 3DES/AES algorithm as per security guideline defined by the Bank.

l) The bidder should provide application architecture along with a detailed diagram including the infrastructure setup.

- Details of redundancy and security setup

- Implementation procedure / road map

**IX. Reliability and timeliness:**

- The messaging Platform must support transmission of large scale messages to multiple users in multiple mobile networks such as GSM, CDMA etc. The messaging Platform must support acknowledgement base mobile messaging with guaranteed message delivery information. The messaging Platform must give commitment to service levels with guaranteed delivery times.

**X. Secured & trusted environment:**

3.1. The equipments at the bidder's end must be part of a network operator secured infrastructure and must offer trusted message environment

3.2. **Uniform application access:** A single uniform access number is necessary across multiple network operators and multiple countries.

3.3. **Best-in class application platform:**

Seamless integration with any system so as to enable a smooth and secure flow of information to the mobile channel

**XI. The messaging Platform must offer following four categories of SMS Services:**

- a. **Broadcast:** This category of service must allow the Bank to send informational or promotional messages to all or a group of customers/officials. Some examples are change in the Interest rate, change in policy affecting customer, launch of new scheme etc, for customers and quick business statistics, reminders, etc., to internal officials.
- b. **Schedule:** This category of service must allow the Bank to send the message to its customers on a pre-defined schedule basis. Some examples are daily account balance, weekly delivery of account balance etc.
- c. **Events:** This category of services must allow SMS to be automatically sent to the customers when a certain event happens. Some examples are all credits, all debits, Balances below specified limit, Term deposit maturity, loan EMI due date, payment

receipt etc.

- d. **Interactive Services:** This category of service provides interactivity to the customer, who can through SMS make an enquiry and get the answers in real time. Some examples are Balance inquiry, Mini Statement etc.

XII. The tenure of services to be provided is three years from the date of SLA signed by the Bank with bidder. Bank reserves right to renew contract for further period of 2 years (with projected increase of 25% SMS count YoY) at the same commercials based on requirement and satisfactory performance of the supplier on the same terms and conditions.

XIII. The brief description of SMS services that Bank is planning to avail is as under :

- a) For providing all the services as specified above, the offered solution should seamlessly integrate with the CBS existing B@ncs24 Version or any new version of the CBS on which Bank upgrades, applications apart from CBS, ATM Switch and another Alternate Delivery channels like Mobile Banking, INB, UPI, Middleware etc. solutions deployed in the bank from time to time. The integration cost wherever applicable should be borne by the bidder.
- b) The selected bidder will be required to ensure that the services offered are in conformity with TRAI and other regulators guidelines issued from time to time. He should be a registered with TRAI for telemarketing.
- c) It is the responsibility of the Bidder to change / upgrade / customize the infrastructure at all levels for ensuring the compliance to statutory bodies, Govt of India (GOI)/ Reserve Bank of India (RBI)/ Telecom Regulatory Authority of India (TRAI)/ Indian Banks Association (IBA) , National Payment Corporation of India (NPCI) and any other regulatory guidelines issued from time to time at no extra cost to the Bank.

### 3.1. CONTRACT PERIOD

The contract period for providing Integration & Implementation of SMS Alerts Solution will be for a period of Three Years from the Date of **Service Level Agreement (SLA)**. The selected bidder need to execute a Service Level Agreement (SLA) with the BANK covering all terms and conditions of this RFP. SLA will cover performance and availability of the solution deployed for Integration & Implementation of SMS Alerts Solution. The performance of the selected bidder shall be reviewed yearly and the Bank reserves the right to terminate the contract at its sole discretion by giving sixty (60) Days' notice without assigning any reasons thereof. Any offer falling short of the contract validity period (Three Years from the date of Agreement) is liable for rejection.

Bank may also extend the contract for further period of 2 years at the same commercials based on the requirement and satisfactory performance of the supplier on the same terms and conditions.

### 3.2. PROJECT TIMELINES

The selected Bidder shall furnish a schedule of assessment/implementation of the contract of Procurement of SMS (Push and Pull), email , Web and App push notification ,WhatsApp notification, voice alerts and campaign Services for Central Bank of India and its' sponsored RRB's.

- a) All the items mentioned under the Annexure-4 "Technical specifications" are mandatory and needs to be supplied and implemented within **the time frame of 4 weeks** from the date of acceptance of Purchase Order (PO).
- b) The items marked as 'customizable' should be delivered within the implementation time frame of 4 weeks from date of PO.

### 3.3. PENALTY

- a) The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- b) If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- c) Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder.
- d) If the Bidder fails to complete the due performance of the contract in document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance. SLA violation will attract penalties.
- e) The proposed rate of penalty for non-compliance would be **1%** of the value of the contract per completed week post the completion of given timeline of the project or & shall be maximum of 10% of the total cost of the Purchase Order from the finalized Bidder for the Bank.
- f) If the bidder fails to maintain guaranteed uptime and success percentage of 99.9% on monthly basis then Bank may impose penalty as per the table below.



➤ <b>Service percentage (round Off to 1 decimal place)</b>	➤ <b>Penalty Amount</b>
➤ From 99.9% to 100%	➤ No Penalty
➤ From 97 % to < 99.9 %	➤ 5% of total amount payable
➤ From 95 % to < 97 %	➤ 10% of total amount payable
➤ From 93 % to < 95%	➤ 15% of total amount payable
➤ From 91 % to < 93%	➤ 20% of total amount payable
➤ Less than 91 %	➤ 100% of total amount payable

Any scheduled downtime at Bank end will not be considered while calculating penalty.

- g) The bidder shall provide the escalation matrix for support related issues for Bank and customers. The issue which needs defect fixing at the bidder end should be resolved within maximum 5 (five) working days. Any delay beyond the 5 Working days shall attract a penalty of Rs. 500.00 (five Hundred) per day.
- h) If Bank imposes penalty upon the bidder the same shall be deducted from the invoices payable to the bidder.

#### **4. TERMS AND CONDITIONS**

##### **4.1. General**

Central Bank of India invites the Bidder's attention to the following terms and conditions which underlines this RFP and which provide a statement of understanding between the interested parties.

The Bank expects the Bidder to adhere to the terms of this RFP and would not accept any deviations to the same. If the Bidder has genuine issues only then it may provide the nature of non-compliance to the same in the format provided. The Bank reserves its right to not accept such deviations to the tender terms. Refer Annexure 8 - Comments on Terms and Conditions.

The Bank expects that the Bidder appointed under the RFP shall have the single point responsibility for fulfilling all obligations and providing all supply and delivery of equipment required for the project implementation.

Unless agreed to specifically by the Bank in writing for any changes to the RFP issued, the Bidder's response would not be incorporated automatically in the RFP.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the Bidder, the RFP shall be the governing document for arrangement between the Bank and the Bidder.

## 4.2. BID SUBMISSION

- a) All responses received after the due date/time be considered late and would be liable to be rejected. E-procurement portal will not allow lodgment of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act upon any reason for late submission of response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever.
- b) **“Cost of Tender Document”** Rs.82,000/- (Rs. Eighty Two thousand only) may be paid through NEFT favouring CENTRAL BANK OF INDIA, BANK ACCOUNT NO. 3287810289 IFSC CODE - CBIN0283154 or by way of Bankers Cheque/Demand Draft/Pay Order favouring Central Bank of India, payable at Mumbai, which is non-refundable, must be submitted separately along with RFP response. The Bank may, at its discretion, reject any bidder where application money has not been furnished with RFP response.
- c) The details of the transaction viz. scanned copy of the receipt is required to be uploaded on e-procurement website at the time of final online bid submission The RFP response without the proof of amount towards Application Money / Bid Security are liable to be rejected
- d) **Bid Security / Earnest Money Deposit: “Earnest Money Deposit”** Rs.1,64,00,000/- (Rs. One crore Sixty four Lakh only) shall be paid through NEFT (National Electronic Fund Transfer) favouring CENTRAL BANK OF INDIA, BANK ACCOUNT NO. 3287810289, IFSC CODE - CBIN0283154 or by way of Bankers Cheque/Demand Draft/Pay Order favouring Central Bank of India, payable at Mumbai, or a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Central Bank of India) located in India, in the format provided in the RFP (Annexure 12 -Bid Security Letter). The Demand Draft should be of a Commercial Bank only (other than Central Bank of India)
- e) In accordance with Government of India guidelines, Micro and Small Enterprises are eligible to get tender documents free of cost and also exempted from payment of earnest money deposit upon submission of valid MSME certificate copy.
- f) Start-ups (which are not MSEs) are exempted only from Bid security amount.

### 4.2.1. 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 in 10.2 below.

#### 4.2.2. 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 Bidder / 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.	<a href="https://centralbank.abcprocure.com/EPROC">https://centralbank.abcprocure.com/EPROC</a> Through e-tendering portal (Class II or Class III Digital Certificate with both Signing & Encryption is required for tender participation)
Support person and phone number for e-tender service provider for any help in accessing the website and uploading the tender documents or any other related queries.	e-Procurement Technologies Limited <b>Technical Support Team</b> Mr. Sujith Nair: 079 68136857 sujith@eptl.in Ms. Geeta : 079 90334460 geeta@auctiontiger.net Ms.Khushboo : 09510813528 khushboo.mehta@eptl.in Mr. Jainam : 079 68136852 jainam@eptl.in Ms. Pooja : 09328931942 pooja.shah@eptl.in Ms. Komal : 07904407997 komal.d@eptl.in Mobile Numbers: <b>+91-9904407997  9081000427</b>

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.

#### **DO'S AND DON'TS FOR BIDDER**

- a) Registration process for new Bidder's should be completed at the earliest
- b) 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.
- c) Bidder has to prepare for submission of their bid documents online well in advance as
- d) 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.
- e) 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.
- f) 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.
- g) 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.
- h) Bidder should not raise request for offline submission or late submission since only online e-Procurement submission is accepted.
- i) Part submission of bids by the Bidder's will not be processed and will be rejected.

#### **Terms & Conditions of Online Submission**

- a. Bank has decided to determine L1 through bids submitted on Bank's E-Tendering website <https://centralbank.abcpocure.com/EPROC>. Bidders shall bear the cost of registration on the Bank's e-tendering portal. Rules for web portal access are as follows:
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. However, the bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
  - i. Failure of power at the premises of bidders during the E-Tendering cannot be the cause for not participating in the E-Tendering.
  - j. On account of this, the time for the E-Tendering cannot be extended and BANK is not responsible for such eventualities.
  - k. 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.
  - l. 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.
  - m. 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.
  - n. 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.
  - o. Bidders are suggested to attach all eligibility criteria documents with the Annexures in the technical bid.

#### **4.2.3 Guidelines to Contractors on the operations of Electronic Tendering System of Central Bank of India**

##### **4.2.3.1 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.abcpurchase.com/EPROC"

Registration of New Bidders:

<https://centralbank.abcpurchase.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.abcpurchase.com/EPROC>

##### **4.2.3.2 Preparation of Bid & Guidelines of Digital Certificate**

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

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

Bid data / information for a particular Tender may be submitted only using the Digital Certificate.

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

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

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authorized User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Central Bank of India as per Indian Information Technology Act, 2000 and subsequent amendment. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub

Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

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

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

#### **4.2.3.3 Recommended Hardware and Internet Connectivity**

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

Operating System Requirement: Windows 7 and above Browser Requirement (Compulsory): Internet Explorer Version 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.

#### **4.2.3.4 Online viewing of Detailed Notice Inviting Tenders**

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

#### **4.2.3.5 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.

#### **4.2.3.6 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:

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

Note: Bank and e-Procurement Technologies Limited shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. Bidder can fix a call with support team members in case guidance is required by calling on numbers mentioned in 10.2 above.

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

#### **4.2.3.7 Closure of 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 Tendering Authority.

#### **4.2.3.8 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.

#### **4.2.3.9 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.

#### **4.2.3.10 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.

#### **4.2.3.11 Tender Schedule (Key Dates):**

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

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

#### **Technical Bid**

The Technical bid (Annexure4) should be complete in all respects and contain all information asked for except prices. The TECHNICAL BID should include all items mentioned in the below list.

- “Bidders Information” format along with supporting documents.
- The Bidder will have to give presentation as per the points ANNEXURE-14 Technical Criteria Presentation on the following points as a part of the technical evaluation.
  - ✓ Proposed solution
  - ✓ Data Security and Privacy Standards
  - ✓ Integration with Telecom operators.
  - ✓ Project plan
  - ✓ Timeline for implementation
  - ✓ Deliverables
  - ✓ Proposed team details such as team member qualifications, experience etc.
  - ✓ Certificate of the public sector Bank /Private Bank as a proof for implementation

The **Technical bid should not contain any price information**. The TECHNICAL BID should be complete to indicate that all products and services asked for are quoted and should give all required information (**Annexure 4**).

#### **Commercial Bid**

The Commercial bid should give all relevant price information and should not contradict the TECHNICAL BID in any manner. A copy of the Commercial Bid duly masking the prices be submitted along with the Technical Bid through Online.

The prices quoted in the commercial bid (**Annexure 9**) should be without any conditions. The Bidder should submit an undertaking that there are no deviations to the specifications mentioned in the RFP either with the technical or commercial bids submitted.

- The Bidder shall bear all the costs associated with the preparation and submission of the bid and Central Bank of India will in no case be responsible or liable for those costs, regardless of the conduct or the outcome of the tendering process.
- Bids submitted without EMD and Application Fee Demand Draft will not be considered for evaluation.
- Bids sent by fax or e-mail will not be considered for evaluation.

#### **4.3 . DATE OF SUBMISSION**

The proposal should be submitted online as per the details given above on or before date and time mentioned above. After the expiry of the cut- off time of Online Submission of Tender, the Tender will be closed by the Tendering Authority.

#### **4.4. LIABILITIES OF BANK**

This RFP is not an offer by Bank, but an invitation for Bidder responses. No contractual obligation on behalf of Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Bank and the Bidder(s).

#### **4.5. PROPOSAL PROCESS MANAGEMENT**

Bank reserves the right to accept or reject any and all proposals, to revise the RFP, to request one or more re-submissions or clarifications from one or more Bidders, or to cancel the process in part or whole. Additionally, Bank reserves the right to alter the requirements, in part or whole, during the RFP process, and without re-issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP and subsequent presentations and contract negotiation processes. Bank has every right to award the contract even if only one Bidder is eligible after technical evaluation.

#### **4.6. DATE OF BID EXPIRATION**

Proposals must be valid for a minimum of six months from the date of expiry of the last date for submission of response to RFP. Responses must clearly state the validity of the bid and its explicit expiration date.

#### **4.7. BIDDER INDICATION OF AUTHORIZATION TO BID**

Responses submitted by a Bidder to this RFP (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the RFP. The proposal must be signed by an official authorized to sign on behalf of Bidder's firm/ company. Bidder must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official and submit the copy of power of attorney / authority letter authorizing the signatory to sign the bid.

#### **4.8. RFP OWNERSHIP**

The RFP and all supporting documentation/templates are the sole property of Central Bank of India and should NOT be redistributed, either in full or in part thereof, without the prior written consent of the Bank. Violation of this would be a breach of trust and may, inter-alia cause the Bidder to be irrevocably disqualified. The aforementioned material must be returned to Bank when submitting the Bidder proposal or upon request. In case the Bidder is not interested in responding to the RFP, the RFP documents and any appendices must be returned to Bank immediately.

#### **4.9. PROPOSAL OWNERSHIP**

The proposal and all supporting documentation submitted by the Bidder shall become the property of Central Bank of India unless the Bidder specifically requests, in writing, that the proposal and documentation be returned or destroyed.

#### **4.10. BID PRICING INFORMATION**

By submitting a signed bid, the Bidder certifies that:

The Bidder has arrived at the prices in its bid without agreement with any other Bidder of this RFP for the purpose of restricting competition. The prices in the bid have not been disclosed and will not be disclosed to any other Bidder of this RFP. No attempt by the Bidder to induce any other Bidder to submit or not to submit a bid for restricting competition has occurred.

#### **4.11. BIDDER STATUS**

Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with Central Bank of India.

#### **4.12. CONFIDENTIALITY**

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.

This tender document contains information proprietary to the Bank. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the tender document may not be reproduced in whole or in part without the express permission of the Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said Successful Bidder.

Responses received will become the property of the Bank and cannot be returned. Information provided by each Bidder will be held in confidence and will be used for the sole purpose of evaluating a potential business relationship with the successful Bidder.

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

- Relates to the Disclosing Party; and as designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials that may be shared by the Bank with the Bidder.
- “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable.
- Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years.
- The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
- Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:

- Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
- Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
- The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:

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

#### **4.13. DISCLAIMER**

The Bank and/or its officers, employees disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.

The short-listed Bidder should execute (a) a Service Level Agreement, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and (b) Non-disclosure Agreement (this is part of the bid submission before getting shortlisted).

The RFP document is not an offer made by Central Bank of India but an invitation for response based on which the Bank may further evaluate the response or call for alternate or more responses from other Bidders. The Bank has the right to ask for other competitive quotations and can award any part or complete work to another Bidders whom so ever they feel eligible for the same taking into consideration the price and quality.

#### **4.14. RIGHT TO REJECT**

Central Bank of India reserves the right to reject any or all proposals received in response to the RFP without assigning any reasons thereof. Bank reserves the right to waive or modify any formalities, irregularities, or inconsistencies in the bid, which does not prejudice or affect the relative ranking of any Bidder, which shall be binding on all Bidders.

#### **4.15. BID SECURITY**

- a) The Bidder shall furnish, as part of its Technical bid, bid security of INR 1,64,00,000/- (Rupees One crore Sixty four lakh Only). The bid security is required to protect the Bank against the risk of Bidder's conduct.
- b) The bid security shall be denominated in the INDIAN RUPEES only and shall be in the form of a Demand Draft / BG favoring "Central Bank of India" by a Scheduled Commercial Bank located in India. Any bid not secured in accordance with the above will be rejected by the Bank as non-responsive.
- c) Unsuccessful Bidders' bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Bank.
- d) The successful Bidder's bid security will be discharged upon the Bidder signing the Contract and furnishing the performance guarantee.

#### **The bid security may be forfeited:**

- a) If Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form;
  - a. Or
- b) In case of the successful Bidder, if the Bidder fails:
  - a. To sign the Contract And
  - b. To furnish performance security.
- c) Period of Validity of Bids: The process of bid evaluation, approval and the subsequent activities may be assumed to take a reasonable amount of time. Therefore, the bids shall remain valid for six months from the date of expiry of the last date for submission of response to RFP, prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non- responsive.

### **5. TERMS OF REFERENCE (TOR)**

## **5.1. OWNERSHIPS, GRANT AND DELIVERY**

The Bidder shall procure and provide a non-exclusive, non-transferable, perpetual license to the Bank for all the software to be provided as a part of this project.

The Bank reserves the right to use the excess capacity of the hardware, licenses and other infrastructure supplied by the Bidder for any internal use of the Bank or its affiliates, subsidiaries or regional rural Bank at no additional cost other than the prices mentioned in the commercial bid. The Bidder agrees that they do not have any reservations on such use and will not have any claim whatsoever against such use of the hardware, licenses and infrastructure.

Further, the Bidder also agrees that such use will not infringe or violate any license or other requirements as per applicable intellectual property right.

## **5.2. INSURANCE**

In addition to the insurance policies taken by the Bidder with respect to the transportation of the equipment as set out above, the Bidder shall maintain adequate professional liability and an all risk Insurance for the aggregate of all deliverables and services to be rendered by virtue of Hardware Up gradation Project and shall provide to the Bank on request copies of such policy of insurance and evidence that the premiums have been paid. The Bidder shall procure appropriate insurance policies of the limits acceptable to the Bank for damage to Banks premises, Banks property, data or loss of life, which may occur as a result of or in the course of performing the Bidder's obligations under the RFP. The Bidder also warrants and represents that it shall keep all their respective directors, partners, advisers, agents, representatives and or employees adequately insured in respect of business travel in India and further agrees to provide to the Bank on request copies of such policy of insurance and evidence that the premiums have been paid.

The Bidder shall furnish to the Bank prior to the commencement of the supply of security and server virtualization equipment, copies of the certificates of insurance as stipulated as set out herein certifying that the policies of insurance, endorsed as required, are in full force and effect (together with any required waivers of subrogation). The Bidder shall ensure that the policies contain provision that the Bank will be given thirty (30) days' prior written notice by the insurers in the event of either cancellation or material change in coverage; and that the Bank shall be given thirty (30) days' notice prior to termination of the insurance for failure to renew or pay premium. The Insurance procured by the Bidder shall be primary to any other insurance available to the Bank, its assigns, officers, directors, agents and employees.

The Bidder's obligation to maintain insurance coverage hereunder shall be in addition to, and not in lieu of, the Bidder's other obligations, and the Bidder's liability to the Bank shall not be limited to the amount of coverage. It is usual for Bidders to have name of their customers endorsed as additional insured / beneficiary and provide a copy of the policy to the customers.

The Bank should be added as a "Beneficiary or additional insured" and appropriate certification should be provided by the Bidder's insurer certifying compliance with the provisions of this

clause.

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

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

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

### **5.2.1 PRIVACY AND SECURITY SAFEGUARDS**

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

The Bidder hereby agrees that they will preserve the documents after prior written permission of the Bank.

### **5.3. ORDER CANCELLATION**

- The Bank reserves its right to cancel the order in the event of one or more of the following situations:
  - Delays in delivery beyond the specified period for delivery.
  - Serious discrepancy noticed in the deliverables by the selected bidder.

In addition to the cancellation of purchase order, Central Bank of India reserves the right to appropriate the damages by foreclosing the Bank guarantee given by the supplier against the advance payment.

### **5.4. INDEMNITY**

Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission



of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Bidder, (iii) use of the deliverables and or services provided by the Bidder, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project. Bidder shall further indemnify the Bank against any loss or damage to the Bank's premises or property, Bank's data, loss of life, etc., due to the acts of the Bidder's employees or representatives. The Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the Bank notifies the Bidder in writing immediately on aware of such claim, (ii) the Bidder has sole control of defense and all related settlement negotiations, (iii) the Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim unless and until justified by authority of the Bank or under due process of law or order of the court. It is clarified that the Bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers and users ) rights, interest and reputation.

Bidder shall be responsible for any loss of data, loss of life, etc., due to acts of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk. Bidder should take full responsibility for its and its employee's actions.

The Bidder shall indemnify the Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where the Bank does not opt for retention of GST component on supplies.

The Bidder's should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the Bidder with Laws / Governmental Requirements
- IP infringement
- Negligence and misconduct of the Bidder, its employees, and agents
- Breach of any terms of RFP, Representation or Warranty
- Act or omission in performance of service.

Indemnity would be limited to damages as claimed by Bank, and in case of refusal of bidder to pay as claimed by bank, as decided by the arbitration award and shall exclude indirect, consequential and incidental damages. The Successful Bidder's liability to indemnify the bank in case of claims against the Bank resulting from misconduct or gross negligence of the Successful Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be on actual basis without any limit. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

The Bidder shall not indemnify the Bank for

- Any loss of profits, revenue, contracts, or anticipated savings or
- Any consequential or indirect loss or damage however caused, provided that the claims against customers and users of the Bank would be considered as a “direct” claim

## **5.5. PUBLICITY**

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

## **5.6. SOLICITATION OF EMPLOYEES**

Both the parties agree not to hire, solicit, or accept solicitation (directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except when parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who

- a) initiate discussions regarding such employment without any direct or indirect solicitation by the other party
- b) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or
- c) has been terminated by a party prior to the commencement of employment discussions with the other party.

## **5.7. INFORMATION OWNERSHIP**

All information processed, stored, or transmitted by Bidder equipment belongs to the Bank. By having the responsibility to maintain the equipment, 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 if any unauthorized disclosure have encountered.

Types of sensitive information that will be found on Bank system’s which the Bidder plans to support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

The successful Bidder shall not publish or disclose in any manner, without the Bank’s prior written consent, the details of any security safeguards designed, developed, or implemented

by the Bidder or existing at any of the Bank location. The Bidder will have to also ensure that all sub-contractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards, designed, developed, or implemented by the Bidder or existing at any Bank location.

## **5.8. CONFIDENTIALITY**

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

Relates to the Disclosing Party; and is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.

Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials relating to the licensed software, the modules, the program documentation, the source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions , techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes etc. or any existing or future plans, forecasts or strategies in respect thereof.

"Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable.

Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years.

Nothing contained in this clause shall limit Bidder from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the Bidder shall at no point use the Bank's confidential information or Intellectual property. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

- Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the Software provided as a part of Hardware expansion Project. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this tender; or
- Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
- In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
  - ✓ Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
  - ✓ Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
  - ✓ Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and
  - ✓ Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
- The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
  - ✓ Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
  - ✓ To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
  - ✓ So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer,

- word processor or other device in its possession or under its custody and control; and
  - ✓ To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- The restrictions in the preceding clause shall not apply to:
    - ✓ Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
    - ✓ Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
    - ✓ The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.
    - ✓ The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank. The receiving party shall execute the NDA (Non-Disclosure Agreement) as per attached format.

## **5.9. SUCCESSFUL BIDDER'S LIABILITY**

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

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

arise, provided that the claims by customers and users of the Bank would be considered as a direct claim.

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

#### **5.10. GUARANTEES**

Bidder shall guarantee that the software and allied components used to service the Bank are licensed and legal and the application/ software is free from embedded malicious/ fraudulent code. Confirmation/ Undertaking should be submitted to this effect.

#### **5.11. FORCE MAJEURE**

- a) The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, Acts of God or of public enemy, acts of Government of India in their sovereign capacity and acts of war.
- c) If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform Bidder's obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) In such a case, the time for performance shall be extended by a period (s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations in an endeavor to find a solution to the problem. Notwithstanding the above the decision of the Bank shall be final and binding on the Bidder. However, financial constraints by way of increased cost to perform the obligations shall not be treated as a force majeure situation if the obligations can otherwise be performed. Further, mere existence of the force majeure situation, for example a pandemic situation, by itself is not sufficient to excuse the performance unless such situation actually makes it practically impossible to perform the obligations or the performance is not possible due to operation of law/rules or orders of any competent authority

#### **5.12. RESOLUTION OF DISPUTES AND REMEDIES**

- a) The Bank and the successful Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of the Bank and the successful Bidder, any disagreement or dispute arising between them under or in connection with the contract.
- b) If the Bank project director and successful Bidder project director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations,

they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.

- c) If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the successful Bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.
- d) All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai.
- e) If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly served on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) On the date of signing of the acknowledgment by the receiver, or (iii) the business date of receipt, if sent by courier.
- f) This RFP shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.
- g) Notwithstanding the existence of the a dispute and/or commencement of arbitration proceedings, bidder will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving satisfactorily as per satisfaction of the Bank.
- h) The bidder acknowledges that if bidder fails to comply with any of its obligations hereunder, if Bank suffers any or all immediate, irreparable harm for which monetary damages may not be adequate. The bidder agrees that, in addition to all other remedies provided at law or in equity, the Bank shall be entitled to injunctive relief, restraining order, right of recovery, specific performance, or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidder from committing any violation or enforce the performance of the covenants, obligations and representation contained in this RFP and subsequent Agreement(including Purchase Order/s). These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

### **5.13. EXIT OPTION AND CONTRACT RE-NEGOTIATION**

- The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
  - ✓ Failure of the successful Bidder to accept the contract and furnish the Performance Guarantee within 30 days of receipt of purchase contract;
  - ✓ Delay in delivery beyond the specified period;
  - ✓ Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank. Inability of the Bidder to remedy the situation within 60 days from the date of pointing out the defects by the Bank. (60 days will be construed as the notice period)
- In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.
- Notwithstanding the existence of a dispute and/ or the commencement of arbitration proceedings, the successful Bidder should continue to provide services to the Bank as per the contract.

#### **5.14. SEVERABILITY**

If any of the provisions of this Agreement may be constructed in more than one way, one of which would render the provision illegal or otherwise voidable or unenforceable, such provision shall have the meaning that renders it valid and enforceable.

In the event any court or other government authority shall determine any provisions in this Agreement is not enforceable as written, the Parties agree that the provision shall be amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought, and affords the Parties the same basic rights and obligations and has the same economic effect as prior to amendment.

In the event that any of the provisions of this Agreement shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective; provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which such provisions contained in this Agreement were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original intent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by any law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this Agreement.

#### **5.15. CORRUPT AND FRAUDULENT PRACTICES**

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

**“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of values to



influence the action of an official in the procurement process or in contract execution AND

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

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

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

#### **5.16. WAIVER**

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

#### **5.17. VIOLATION OF TERMS**

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

#### **5.18. TERMINATION**

- The Bank shall be entitled to terminate the agreement with the Bidder at any time by giving sixty (60) days prior written notice to the Bidder.
- The Bank shall be entitled to terminate the agreement at any time by giving notice if:
  - ✓ The Bidder breaches its obligations under the RFP or the subsequent agreement and if the breach is not correct within 15 days from the date of notice.
  - ✓ The Bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

#### **5.18.1. TERMINATION FOR DEFAULT**

The Bidder shall have right to terminate only in the event of winding up of the Bank

Bank may, without prejudice to any other remedy for breach of agreement, by written notice of default sent to the successful Bidder, terminate the agreement in whole or in part:

- a) If the successful Bidder fails to deliver any or all of the Goods and Services within the time period(s) specified in the agreement, or within any extension thereof granted by Bank or
- b) If the successful Bidder fails to perform any other obligation(s) under the agreement.
- c) If the successful Bidder, in the judgment of Bank is engaged in corrupt or fraudulent practices in competing or for executing the agreement.

In the event Bank terminates the agreement in whole or in part, Bank may procure, upon such terms and in such manner, as it deems appropriate, Goods and services similar to those undelivered and the selected successful Bidder shall be liable to Bank for any excess costs for such similar Goods and/or Services. However, the selected successful Bidder shall continue performance of the agreement to the extent not terminated. The notice period will be minimum sixty (60) days.

In case the contract is terminated then all undisputed payment will be given to bidder, but disputed payment shall be adjusted by way of penalty from invoices or Performance Bank Guarantee.

#### **5.18.2. TERMINATION FOR INSOLVENCY**

If the Bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Bidder takes or suffers any other analogous action in consequence of debt; then the Bank plans to, at any time, terminate the contract by giving written notice to the Bidder. If the contract is terminated by the Bank in terms of this Clause, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank. In case, the termination occurs before implementation in all the locations in terms of this clause, the Bank is entitled to make its claim to the extent of the amount already paid by the Bank to the Bidder.

#### **5.18.3. EFFECT OF TERMINATION**

- a) The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- b) Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables and maintenance. The reverse transition will be for the period of 3 (Three) months post the notice period.

- c) Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
- d) The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by the Bank, continue to provide warranty/AMC services to the Bank at no less favorable terms than those contained in this RFP. In case the Bank wants to continue with the Bidder's services after the completion of this contract then the Bidder shall offer the same or better terms to the Bank. Unless mutually agreed, the rates shall remain firm.
- e) The Bank shall make such prorated payment for services rendered by the Bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder.
- f) Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the Bidder for services rendered until the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

#### **5.19. FORMAT FOR TECHNICAL OFFER**

The Technical offer must be made in a structured and neat manner.

The suggested format for submission of technical offer is as follows:

- a) Index of contents submitted.
- b) Covering letter.
- c) Conformity Letter (Annexure 1)
- d) Eligibility Criteria (Annexure 2)
- e) Technical Bid Format (Annexure 4)
- f) Eligibility Criteria Compliance (Annexure 5)
- g) Experience Details (Annexure 6)
- h) Undertaking (Annexure 7)
- i) Comments on "Terms and Conditions" (Annexure 8)
- j) Masked Commercial Bid copy, i.e. Commercial Bid without price figures (Annexure 9)
- k) Non-Disclosure Agreement (Annexure 10)
- l) Integrity Pact (Annexure 11)
- m) Block diagram of the solution offered. The block diagram will contain the following information
  - ✓ Different modules/applications used.
  - ✓ Process flow diagram.
  - ✓ Full details of the proposed solution in terms of technical capabilities.
- n) Scheduled date of commencement of 4 weeks and completion of the project

- o) All the copies of certificates, documentary proofs, work orders, brochures etc should be clearly marked.
- p) Soft copy of the proposal to be uploaded in the portal.
- q) Terms and Conditions Compliance Table in the following format. This table must cover Bidder's response to all the terms and conditions specified in the tender document.

Term No	Short Description of term	Complied (Yes/No)	Detailed explanation about deviation, if not complied
1	Technical evaluation and performance evaluation		

- r) Warranty details (for all relevant schedules). This should not contain any price information.
- s) Printed Technical Brochures and data sheets pertaining to different components offered.
- t) Supporting documents, as asked for in the tender document.
- u) Valid Bank Draft/NEFT details for EMD.

## 5.20. OTHER GENERAL CONDITIONS

- a) All responses received after the due date/time would be considered late and would be rejected.
- b) All responses by the Bidders to this RFP document shall be binding on such Bidders for a period of six months from the date of expiry of the last date for submission of response to RFP.
- c) Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by the Bank.
- d) Bank reserve the absolute right to reject the offer if it is not in accordance with its requirements and no further correspondence, whatsoever, will be entertained by the Bank in the matter.
- e) Any technical or commercial bid, submitted cannot be withdrawn / modified after the last date for submission of the bids.
- f) Each offer should specify only a single solution which is cost effective and meet the tender specifications and should not include any alternatives.
- g) The Bidder shall bear all costs associated with the preparation and submission of its bid, attending pre-bid meeting or arranging Product Walk through and Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- h) The Bidder shall also indemnify Bank against all third party claims of Intellectual Property Rights infringement such as Patent, Trademark, Copy Right or industrial design rights arising from use of the goods, software(s), hardware(s) or any part thereof in India and abroad.
- i) To assist in the scrutiny, evaluation and comparison of offers Bank may, at its discretion, ask some or all Bidders for clarification of their offer. The request for

clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

- j) In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights, arising from the use of the Goods or any part thereof in India, the Bidder shall act expeditiously to extinguish such claims. If the Bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer's fees. Bank will give notice to the Bidder of such claims, if it is made, without delay by fax/email/registered post etc.
- k) The successful Bidder and Bank should execute:
  - ✓ **Service Level Agreement:** This would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank.
  - ✓ **Bidder** shall provide personnel support during warranty period.
  - ✓ **Non-Disclosure Agreement (NDA)** to be submitted in the format attached (Refer to **Annexure 10** - Non-Disclosure Agreement).

The successful Bidder should execute the SLA and NDA as per format of the Bank within one month from the date of acceptance of Letter of Appointment.

**Integrity Pact** – Each participating bidder/s shall submit Integrity Pact as per attached Annexure 11 duly on a stamp paper of INR 500/-. Integrity pact should be submitted by all participating bidders 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.

Bank has appointed One Independent External Monitor (hereinafter referred to as IEM) for this pact, whose name and e-mail ID is as follows:

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

- IEM's task shall be to review – independently and objectively, whether and to what extent the parties comply with the obligations under this pact
- IEM shall not be subjected to instructions by the representatives of the parties and perform his functions neutrally and independently
- Both the parties accept that the IEM has the right to access all the documents relating to the project/procurement, including minutes of meetings.

## 5.21. COSTS & CURRENCY PRICE COMPOSITION

The Bidder is expected to quote unit price in Indian Rupees (without decimal places) for all components (hardware, software etc.) and services on a fixed price basis, as per the commercial Bid inclusive of all costs. GST (Goods and Services Taxes) shall be payable as per applicable structure laid down under GST Law. The Bank will not pay any other taxes, cost or charges.

### 5.21.1. GOODS AND SERVICES TAXES (GST) AND ITS COMPLIANCE-

- a) Goods and Services Tax Law in India is a Comprehensive, multi-stage, destination-based tax that will be levied on every value addition. Bidder shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder-
- b) TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the supplier of taxable goods and services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances contained in the statutes include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person.
- c) It is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit (ITR) to the Bank by way of commensurate reduction in the prices under the GST Law.
- d) If supplier/Bidder as the case may be, is backlisted in the GST (Goods and Services Tax) portal or rating of a supplier falls below a mandatory level, as decided time to time may be relevant ground of cancellation of Contract.

#### **5.21.2. VIOLATION OF TERMS**

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

#### **5.22. FIXED PRICE**

**The commercial offer shall be on a fixed price basis, excluding of applicable taxes.** No price variation relating to increases in dollar price variation etc. is permitted.

#### **5.23. LIQUIDATED DAMAGES**

The Bank will consider the inability of the Bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidated Damages on the part of the Bidder. The liquidated damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, Operationalization, implementation, training, acceptance, warranty, maintenance etc. of the equipment(s)) by the Bidder.

Installation will be treated as incomplete in one/all of the following situations:

Non-delivery of any component or other services mentioned in the order Non-delivery of supporting documentation

The Liquidated Damages (LD) shall be a sum equivalent to 1% of TCO amount of undelivered portion of contract for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract amount. Once the liquidated damages reach 10% of the contract amount, the bank

may consider termination of the contract or forfeiture of Bank guarantee. In this context Bank may exercise both right jointly or solely.

Proportionately the payment payable to the Successful Bidder will also stand reduced

Once the maximum is reached, the Bank may consider termination of the contract and other penal measure will be taken like forfeiture of EMD, Foreclosure of BG etc.

#### **5.24. BLACKLISTING**

The Bank reserves its right to blacklist to concern Bidder to participate in future tender process, in the event of delay in project beyond the specified period or non-compliance of the RFP terms or non-fulfilment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory. Bank shall have right to exercise power conferred under this clause along with any or all right incorporated in this RFP / Agreement.

#### **5.25. PERFORMANCE BANK GUARANTEE**

The successful Bidder should provide a performance Bank guarantee for the contract period and additional 3 months for an amount equivalent to 10% of the total order value from a Nationalized / PSU Bank/Scheduled commercial Bank in the format specified by the Bank within 30 days from the date of purchase order.

In the event of non-performance of obligation or failure to meet the terms / requirements of the RFP, Bank shall be entitled to invoke the performance Bank guarantee without notice or right of demur to the successful Bidder.

Bank reserves its right to invoke the Performance Bank Guarantee besides cancellation of the entire Purchase Order in the event of breach and/or nonobservance of any of the terms of performance Bank guarantee.

#### **5.26. NON-DISCLOSURE AGREEMENT**

The successful Bidder will have to sign a Nondisclosure agreement with the Bank as per the format enclosed as annexure 10.

#### **5.27. CANCELLATION OF ORDER**

The Bank reserves its right to cancel the Purchase Order at any time i.e. in the event of delay in project beyond the specified period or noncompliance of the RFP terms or nonfulfillment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory etc. In addition to the cancellation of Purchase order, the Bank reserves the right to invoke the Bank Guarantee given by the successful Bidder to recover the damages.

#### **5.28. SECURITY**

The successful Bidders' proposal must include a plan to safeguard the confidentiality of the Bank's business information, legacy applications and data.

## **5.29. PATENT RIGHTS/ INTELLECTUAL PROPERTY RIGHTS**

The Successful Bidder shall ensure that the equipment (including hardware and software) does not infringe third party intellectual property rights. If a third party's claim endangers or disrupts the Bank's use of the software, the Successful Bidder shall be required to, at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the equipment in accordance with the terms of this Agreement and the license agreement; or (ii) modify the equipment without affecting the functionality in any manner so as to avoid the infringement; or (iii) replace the equipment with a compatible, functionally equivalent and non-infringing product; or (iv) refund to the Bank the amount paid for the infringing software and bear the incremental costs of procuring a functionally equivalent equipment from a third party, provided the option under the sub clause (iv) shall be exercised by the Bank in the event of the failure of the Successful Bidder to provide effective remedy under options (i) to (iii) within a reasonable period which would not affect the normal functioning of the Bank. The Successful Bidder shall have no liability for any claim of infringement based on (i) a claim which continues because of Bank's failure to use a modified or replaced software that is at least functionally equivalent to the software, or the Bank's failure to use corrections, fixes, or enhancements made available and implemented by the Successful Bidder, despite notice of such failure by the Successful Bidder in writing, (ii) any change, not made by or on behalf of the Successful Bidder, to some or all of the software/deliverables supplied by the Successful Bidder or modification thereof; or (iii) the Bank's continued misuse of some or all of the software/deliverables or any modification thereof despite notice from the Successful Bidder of such misuse in writing.

The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out of the use of any third party software or modules supplied by the Successful Bidder as part of this Agreement.

## **5.30. AUDIT/ REVIEW/MONITORING/VISITATION**

Bank shall undertake a periodic review of service provider outsourced process to identify new outsourcing risks as they arise. The Bidder shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the Bidder outsourced to third party, there must be proper Agreement with concerned third party. The Bank shall have right to intervene with appropriate measure to meet the Bank's legal and regulatory obligations. Access to books and records/Audit and Inspection would include:-

- a) Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the Bidder. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.
- b) Provide the Bank with right to conduct audits on the Bidder whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any audit or review reports and finding made on the service provider in conjunction with the services performed for the Bank.



- c) Include clause to allow the reserve Bank of India or persons authorized by it to access the Bank's documents: records of transactions, and other necessary information given to you, stored or processed by the Bidder within a reasonable time. This includes information maintained in paper and electronic formats.
- d) Recognized the right of the reserve Bank to cause an inspection to be made of a service provider of the Bank and its books and account by one or more of its officers or employees or other persons.

Banks shall at least on an annual basis, review the financial and operational condition of the Bidder. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the Bidder. Such assessment and reports on the Bidder may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.

#### **5.30.1. MONITORING**

Compliance with Information security best practices may be monitored by periodic Information security audits performed by or on behalf of the Bank and by the RBI. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Service Provider shall afford the Bank's representatives access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval /notice to the Bidder.

#### **5.30.2. VISITATIONS**

The Bank shall be entitled to, either by itself or its authorized representative, visit any of the Bidder's premises without prior notice to ensure that data provided by the Bank is not misused. The Bidder shall cooperate with the authorized representative(s) of the Bank and shall provide all information/ documents required by the Bank.

#### **5.31. INDEPENDENT CONTRACTOR**

The Bidder shall perform its obligations under this Agreement as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services, after taking prior approval in writing from the Bank. Neither this Agreement nor the Bidder's performance of obligations under this Agreement shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party. This Agreement does not intent to create, constitute or evidence any partnership, joint venture, trust or employer/employee relationship amongst the Parties and constitutes an agreement between principals. None of the Parties shall be entitled

to make, or allow to be made, any representation that any such relationship exists between the Parties.

The Bidder shall be responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees/agents and shall be accountable for all of them. The Bidder shall be vicariously liable for any acts, deeds or things done by its/their employees, agents, contractors, subcontractors etc. The Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under this Agreement. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the Bidder, for any assignment under the Purchase Order issued under this Agreement. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of Bidder shall be paid by Bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Bidder's employees, agents, contractors, and subcontractors.

The Bidder shall hold the Bank and it's RRBs, their successors, assignees and administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of Bidder, its employees, agents, contractors, sub-contractors etc. However, the Bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage. The Bidder shall solely be responsible for all payments (including any statutory payments) to it's employees and / or sub-contractors 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 hereunder 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.

### **5.32. AMENDMENTS**

Other than the rights of the Bank specified in this Agreement, no change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all the Parties.

### **5.33. COUNTERPARTS**

This Agreement may be signed in any number of counterparts, each of which is an original and all of which, taken together, constitutes one and the same instrument.

### **5.34. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this Agreement.

### **5.35. SURVIVAL OF CLAUSES**

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

### **5.36. CHANGE CONTROL PROCESS**

Any deviations or changes/amendment in the workflow of Services required by BANK may always be agreed between the parties, which shall be notified in writing BANK to BIDDER as change control process. Any other customization suggested by the Bank in the application or due to Regulatory requirement will be provided by Bidder without any additional charges to the Bank inter-alia provide any or all statutory/Regulatory report to the Bank free of Cost.

### **5.37. ACCEPTANCE OF TERMS & CONDITIONS**

The Bidders participating in the tender process should give an Acceptance Certificate for all the points mentioned in the tender. Otherwise their offers are liable to be rejected.

### **5.38. NO LIABILITY OF THE BANK TOWARDS EMPLOYEES/ AGENTS OF SUCCESSFUL BIDDER**

Notwithstanding anything contained hereinbefore and hereinafter, Bank shall not be liable in any manner for making any payment to any employee or agent of the successful Bidder (i) for the services rendered in and for Bank or for Bank by such employee or agent, as the case may be, towards performance of the contract to be entered into between Bank and the successful Bidder, on express or implied instructions of the successful Bidder , and (ii) for any claim accrued or claimed to have accrued in favor of such employee or agent arising due to such services and /or due to any consequences of such services as aforesaid, under any law.

## 6. ELIGIBILITY CRITERIA

Eligibility criterion for the Bidders to qualify this stage is clearly mentioned in Annexure 2 – Eligibility Criteria Compliance to this document. The Bidders who meet ALL these criteria would only qualify for the second stage of evaluation. The Bidder would also need to provide supporting documents for eligibility proof. All the credentials of the Bidder necessarily need to be relevant to the Indian market. The decision of the Bank shall be final and binding on all the Bidders to this document. The Bank may accept or reject an offer without assigning any reason whatsoever.

### 6.1. ELIGIBILITY CRITERIA FOR BIDDER

The Bidder shall submit the proof to comply with the eligibility criteria as given below:-

Only those Bidders who fulfill the Pre-qualification criteria for Bidder and Original Equipment Manufacturer (OEM), as mentioned in Annexure 2 are eligible to submit response to this RFP.

Sr. No.	Eligibility Criteria	Support Documents to be submitted
1	<p>Bidder should be</p> <ul style="list-style-type: none"> <li>a) A Registered Company / LLP / Partnership firm in India as per Company Act 2013 or under any other Indian law and</li> <li>b) The bidder should have implemented a SMS alerts solution in at least two Public Sector / Private Banks in India during the past three years having minimum 2500 branches.</li> <li>c) The Solution offered should be currently running successfully as on the date of this RFP.</li> </ul>	<ul style="list-style-type: none"> <li>• Certified copy of the registration of Company or Firm and</li> <li>• Completion certificate and Purchase orders from FIs/ Banks for having Implemented the SMS facility or a certificate from such Clients</li> </ul>
2	The Bidder should not be a reseller and should have direct connectivity with Operators.	<ul style="list-style-type: none"> <li>• Copies of Certification/agreements with the Operators with which it has direct Connectivity</li> <li>• Undertaking on letter head of the Bidder duly signed by the authorized signatory.</li> </ul>
3	Bidder should have direct tie-up /arrangement with minimum Three major Telecom service operators for services in India and minimum two International Telecom service operators	Copies of agreement /Certification with the telecom operators.

	for abroad services.  <b>Note: Central Bank of India /RRBs will not enter into any contact with Service Provider. The Bidder shall be the single point of contact for Bank / RRBs for all services procured under this RFP. Central Bank of India / RRBs will also not register as telemarketer for any service covered under this RFP.</b>	
4	The Bidder should confirm that the software solution offered is capable of integrating with Core Banking Solution / middle ware running in the Bank. The Bidder is required to provide the interface of their software with Bank's Core Banking Solution or middleware.	Self-declaration Letter
5	<p>a) The Bidder must have positive net worth during the last 2 financial year i.e. FY 2018-19 and FY 2019-20.</p> <p>b) Business turnover for 2018-19 &amp; 2019-20 should be more than Rs 100 crores (Rs One Hundred Crore only)</p>	<ul style="list-style-type: none"> <li>Copies of audited P&amp;L and Balance sheet for the last 2 financial years to be submitted as a proof by the bidder indicating the positive net worth of Bidder</li> <li>Audited Financial Statements for the last two financial years and the Certificate from the Auditor</li> </ul>
6	The Bidder should have own service support center at Mumbai or at a place from where Bank will get prompt service support to its office at Mumbai.	<ul style="list-style-type: none"> <li>Service Centre details with Postal Address, Contact Person and Phone/ Mobile Numbers</li> <li>Escalation matrix</li> </ul>
7	The Bidder should have never been Blacklisted/Barred/Disqualified by any regulator/statutory body in India.	Self-Declaration Letter duly signed by the authorized signatory
8	Bidder should not have been declared as NPA by any of the financial institutions in India during last two years.	Self-Declaration Letter duly signed by the authorized signatory
9	The Bidder should have solution to provide SMS in 15 Regional Languages or more.	<ul style="list-style-type: none"> <li>Photo Copies of Purchase orders from FIs/ Banks for having Implemented the SMS facility or a certificate from such Clients</li> <li>Undertaking on letter head of the Bidder duly signed by the authorized signatory</li> </ul>
10	The Bidder should have its in house platform setup for SMS (Push and Pull), E-mail, Voice Services and Web/ App/	<ul style="list-style-type: none"> <li>Photo copies of agreements/certificate from the operators and other documentary</li> </ul>

	Whatsapp notification without any dependency on third party.	<ul style="list-style-type: none"> <li>proof</li> <li>Undertaking on letter head of the Bidder duly signed by the authorized signatory</li> </ul>
11	The bidder should have the connectivity with minimum 2 service providers for SMS and Voice messages.	Photo copies of Certification/agreements with the Operators with which it has direct Connectivity
12	<p>a) The Bidder should have a capability to handle at least 5 Crore Real Time SMS alerts (Transactional /Promotional) per day for the Bank.</p> <p>b) The bidder should be capable of sending voice messages (if e-mail ID is not available) or email messages in case of failure in sending SMS message, without any additional charges or set up cost. For this bidder should have in-house capabilities of sending voice message and e-mail messages of minimum 5000 voice messages per minute and minimum 5000 e-mails per minute.</p>	Self-Declaration Letter on letter head of the Bidder duly signed by the authorized signatory
13	The Bidder should have valid registration as a telemarketer with TRAI.	Registration Certificate with TRAI must be submitted
14	The bidder should have valid ISO 9000 certification and valid ISO 27001 series certification for information security management or equivalent recognized certification.	Copy of valid certificates should be submitted.
15	The Bidder should also have arrangements for pushing / pulling SMS messages to Overseas mobile operators to cater to our Non Resident Customers	<ul style="list-style-type: none"> <li>Copies of Certification / agreements with Overseas Mobile Operators service Providers</li> <li>Undertaking on letter head of the Bidder duly signed by the authorized signatory.</li> </ul>
16	The bidder should have capability of maintaining the SMS sent data logs up to contract period and provide data in readable format as per Banks need.	Self-declaration
17	Bidder should have dedicated staff of at least 10 people for the offered solution in their hosted environment. The strength of dedicated staff of 10 people is applicable for bidder's data center and dedicated staff of 10 people at disaster recovery center (in India). An undertaking to this effect must be submitted on their letterhead.	Self-declaration

18	<p>Service continuity in case of technical / financial failure at the Bidder's end</p> <p>a) The bidder should use their own "SMS Gateway Services" to deliver the messages to the SMSCs directly. The bidder must have its own Level III/Tier III DC and DR located in India with adequate redundancy to support in case of any technical failure at Bidder's end.</p> <p>b) The bidder should have DR capability to send SMS from at least two different seismic zones in two different geographical locations for ensuring business continuity.</p> <p>c) The Bidder should also have a back to Back arrangement with a telecom service provider / bidder to take up the job of sending SMS without any delay in case the Bidder is not able to provide the services, at the same terms and conditions.</p>	<p>Self-declaration letter mentioning the above clauses duly signed by the authorized signatory.</p>
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**Note:-**

- a) Those who fulfill all the eligibility criteria as mentioned above are only eligible to take part in this bid exercise.
- b) The Bidder shall not assign or sub-contract the assignment or any part thereof to any other person/firm without the consent of the Bank. In any case, the Bidder will be primarily responsible for all the activities under the scope.
- c) Bank reserves the right to change or relax the eligibility criteria to ensure inclusivity
- d) Bank reserves the right to verify / evaluate the claims made by the Bidder independently. Any misrepresentation will entail rejection of the offer.
- e) The Bidder can be part of only one bid.
- f) In case an OEM submits a bid as a Bidder, then the OEM cannot participate through other Bidder's bids.
- g) In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.
- h) In case of business transfer where bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired Business may be considered.
- i) Bidders need to ensure compliance to all the eligibility criteria points.

- j) Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
- k) While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:
  - ✓ In a RFP, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer.
  - ✓ If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same RFP for the same item/product.'

## 7. BID EVALUATION METHODOLOGY

The evaluation will be a conducted in the following stages:

### I. Technical Bid Evaluation and Technical criteria Presentation

The bidders would be screened based on General Eligibility Criteria **Annexure 2**. Post qualification of a Bidder on these criteria, bid would be evaluated on technical soundness. All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank.

The evaluation shall be based on compliance to all the points mentioned under **Annexure 4** and subsequently on presentation by the bidder as per Criteria mentioned in **Annexure 14**. Bank's committee will evaluate the presentation and marking would be done as per the criteria mentioned in Annexure 14. The bidder need to achieve a cut –off score of 70% marks in technical Criteria Presentation stage to be qualified for commercial bid opening. Only those bidders who achieve equal to or more then the specified cut –off score would be short listed for commercial Bid Evaluation.

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

### II. Commercial Bid evaluation

The objective of evolving this evaluation methodology is to facilitate the selection of the most optimal solution that appropriately meets the business requirements of the Bank.

Bidder's qualifying the technical bid evaluation will be considered for commercial evaluation.

Technically qualified bidders will participate in Reverse Auction process to be conducted by Bank. Bank will notify the date and time for participating in the online reverse auction process to the technically qualified bidders.

Envelope containing commercial offers of bidders, short-listed post technical evaluation, would be opened. The format for quoting Commercial bid is set out in **Annexure 9**. The commercial offer should consist of comprehensive cost for required solution. Bidders must provide detailed



cost breakdown for each and every categories mentioned in the commercial bid. Bank will determine whether the Commercial bids are complete, unqualified and unconditional. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the Scope of the RFP within the total quoted price shall be that of the bidder.

### **III. Reverse Auction**

Bank would conduct a reverse auction process on the commercials submitted by the bidders. As such it is necessary that authorized personnel of the firm or organization signs the bid. The designated personnel should be authorized by the organization or by a senior official of the organization having authority to do so. The same person or a different person should be authorized, who should have digital certificate issued in his name and should have authority to quote bid amount in the commercial bid and also quote offer price during on-line reverse auction. The details of digital certificate like Name, Digital Key details, Issuing Authority and Validity etc. to be provided.

The certified copy of necessary original resolutions/authority/ Power of Attorney having authority to authorize the person to submit Bid documents/participate in on-line sealed bid and reverse auction, on behalf of the company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment.

Bidders to note that:

- a) In case there is variation between numbers and words; the value mentioned in words would be considered as final.
- b) Bidder needs to provide unit costs for all components and services; unit rates would be considered for the TCO in case of any discrepancy in the totaling, modifications, addition, correction, etc.
- c) In the event bidder has not quoted or has omitted any mandatory product or service required for the solution it shall be deemed that the bidder shall provide the product or service at no additional cost to Bank.

Please note that in the event of Bank conducting a normalization exercise, the bids submitted after normalization would be evaluated as per the evaluation methodology in Commercial Evaluation. Bidder categorized as L1 after the Normalization process would be deemed as the Successful bidder.

#### **COMMERCIAL BID EVALUATION CONSIDERATIONS**

Commercial bid valuation shall be considered as below in case of any kind of discrepancy:

- a) If there is a discrepancy between words and figures, the amount in words shall prevail
- b) If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.
- c) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of Bank, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail.

- d) Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totaling the line items in the Bill of Materials will prevail.
- e) The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail.
- f) If there is a discrepancy in the total, the correct total shall be arrived at by Bank.
- g) In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
- h) At the sole discretion and determination of Bank, Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.
- i) Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.
- j) All liability related to non-compliance of this minimum wages requirement and any other law will be responsibility of the bidder.
- k) Bank shall not incur any liability to the affected bidder on account of such rejection.
- l) The selected bidder shall provide revised TCO and the revised break-up of the cost items post reverse auction.

The commercials will be calculated till two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else it shall be scaled down to arrive at two decimal points. Bank will make similar treatment for 4<sup>th</sup> or subsequent decimal point to finally arrive at two decimal points only.

#### **IV. Award Criteria**

- a) Bank will arrive at the L1 bidder whose commercial bid is found to be lowest after *reverse auction*.
- b) The TCO (total Cost of Ownership) shall be as per the details mentioned in the Annexure-Commercial Evaluation.
- c) The contract will be awarded to L1 and L2 in the ratio 60:40 provided that L2 matches the item-wise rate quoted by L1 , in case L2 fails to match the L1 cost Bank will approach L3 to match the L1 cost and so on. However, the Make in India criteria will be followed while awarding the contract if applicable.
- d) In case of failure of L2/L3/L4 and so on to match the L1 price Bank reserves the right to award the contract to L1 bidder.
- e) Bank also reserves the rights to award the contract to other bidder / alternate Bidder matching the items-wise rates with L1 bidder in case of any selected bidder fails to fulfil the commitment, by shifting the commercial bid ranking.

#### **8. NORMALIZATION OF BIDS**

The Bank will go through a process of technical and commercial evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids need to be normalized and that such normalization has a bearing on the commercial bid; the Bank may at its discretion ask all the technically shortlisted Bidders to resubmit the updated technical and commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission till the Bank is reasonably satisfied. The

Bidders agree that they have no reservation or objection to the normalization process and all the technically short-listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process. Any non-compliance to the normalization process may result in disqualification of the concerned Bidder.

Bank may call for any clarifications/ additional particulars required, if any, on the technical/ commercial bids submitted. The Bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The Bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. Bank reserves the right to call for presentation(s), product walkthroughs, on the features of the solution offered etc., from the bidders based on the technical bids submitted by them. Central Bank of India also reserves the right to conduct reference site visits at the Bidder's client sites. Based upon the final technical scoring, short listing would be made of the eligible bidders for final commercial bidding.

## **9. PAYMENT TERMS**

The bidder must accept the payment terms proposed by Bank. Any deviation from the proposed payment terms would not be accepted. Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of Bank.

The payments will be released only through NEFT / RGTS and the selected bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc. The payments will be released only after submission of Performance Bank Guarantee.

The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid/ reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by Bank or any new tax introduced by the government will also be paid by Bank. The entire benefits/ advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. Bank will not pay any out of pocket expense. The selected bidder will be entirely responsible for license fee, road permits, NMMC cess, LBT, Octroi, insurance etc. in connection with the delivery of products at site advised by Bank including incidental services and commissioning. Payment of Octroi, entry-tax, etc., alone, if applicable, will be made at actuals, on production of suitable evidence of payment by the bidder.

The payment will be released on completion of the job as per the following terms :

- a) The Bidder has to submit a PBG of 10 % of the TCO.
- b) Payment for the Services will be made on monthly basis in arrears after receipt of the bill and performance report from the selected bidder subject to the verification of the service level reports with all necessary documents.
- c) Payment of One time implementation cost :
- d) 100% of one time implementation cost will be paid after implementation of solution.
- e) Bank shall make the payment on the basis of actuals SMS /notifications delivered to mobile / device during the month after deduction of penalty if any.

- f) Bank may place order for the 'optional items' mentioned under the 'commercial Bid' for the number of quantity required during the contract period. The payment for the same shall be made in full after the delivery and acceptance by the Bank.
- g) The Bank will pay the applicable taxes ruling at the time of period of services rendered and the resultant billing.
- h) Charges shall be fixed for the entire contract period and there will be no escalation due to fluctuation in taxes, foreign currency or change in duty structure or for any other reasons. However, impact of fall in prices, taxes, duties or any other external factors like downward movement of foreign exchange rates etc. would be passed on to The Bank suomoto.

## **10. OBLIGATION OF THE BIDDER**

- a) In the course of rendering the services mentioned in this RFP, Bidder shall be responsible for the following:
- b) Bidder shall assign personnel of appropriate qualifications and experience to perform the services in order to fulfill its obligations.
- c) Bidder shall designate one of its personnel as the Project Manager, to interact with the Designated Customer Support Contact from the Bank for the purposes of getting approvals, progress report, discussing and resolving issues, arranging meetings, etc.
- d) Bidder shall exercise requisite control and supervision over its personnel in the course of rendering the services and make best efforts to ensure that the services are rendered in a continuous and uninterrupted manner.
- e) Bidder will have the right to withdraw its personnel, by replacing the persons with others having appropriate experience and skills at its own cost. Bidder shall seek necessary permission from the Bank 1 month in advance.
- f) In the event that any person engaged/deputed/deployed for rendering services, is, either; No longer available by reason of resignation or termination or the like; or unable to render satisfactory services; or not acceptable to the Bank by reason of any misconduct or non- performance on the part of such person.
- g) Bidder will use all reasonable endeavors to replace such individual promptly by another sufficiently skilled, qualified, and experienced with appropriate certifications personnel at its own cost. Bidder will in the discharge of its obligations use all reasonable endeavors to minimize changes in personnel.
- h) Bidder will respect the confidentiality of all information given to it by the Bank and will not divulge such information to any third party or other units without the consent of the Bank.

## **11. OBLIGATION OF THE BANK**

The Bank shall be responsible for the following:

- a) The Bank shall designate a Support Contact for each designated location who shall be a single point of contact between the Bank and Bidder for all communications in connection with the provision of delivery services. The Parties also agree that all interaction and communication between the Parties for the purposes of this tender shall take place through the Support Contact designated by the Bank. Bidder shall not be

required to incorporate any direct input received from the Named Users, unless expressly ratified by the Support Contact of the Bank in writing.

- b) The Bank shall ensure that all requests for support services are formally raised in accordance with the procedure prescribed in respect thereof and all such requests conform to the formats agreed upon from time to time.

## 12. PREFERENCE TO MAKE IN INDIA

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

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

The salient features of the aforesaid Order are as under:

- a) **Class-I Local supplier** - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%
- b) **Class-II Local supplier** - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%.
- c) **Non-Local supplier** - a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- d) **The margin of purchase preference shall be 20 %.**, Margin of purchase preference means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.
- e) **"Minimum Local content"** for the purpose of this RFP, the 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. If Nodal Ministry/Department has prescribed different percentage of minimum 'local content' requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier', same shall be applicable.
- f) **Verification of Local contents:**
  - 1. The local supplier at the time of submission of bid shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per Annexure-1G. Local content certificate shall be issued based upon the procedure for calculating the local content /domestic value addition on the basis of notification bearing no. F. No.33(1) /2017-IPHW dated 14-9-2017 issued by Ministry of Electronics and Information Technology read with Public Procurement (Preference to Make in India) Order 2017 Revised vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 16-09-2020

2. False declaration will be in breach of the Code of Integrity under Rule 175(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 of the General Financial Rules along with such other actions may be permissible under law.
3. A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarments. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities in the manner prescribed under order No P-45021/2/2017-PP(BE-II) dated 16-09-2020, para 9(h).

**For Preference to Make in India:**

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

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

(c) If 'Class I Local suppliers qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I Local supplier' over 'Class II local suppliers' / 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

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

- i. Among all qualified bids, the lowest bid will be termed as L1.
- ii. If L1 is class – I local supplier, the order will be divided in two bidders L1 & next class I bidders falling within Margin of purchase and ready to match the L1 price in 60 :40 ratio. In case of non-availability of other class I bidders, order will be awarded to lowest class II local supplier who agrees to match the price of L1.
- iii. If L1 is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be

invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference (i.e. 20%) and the remaining 50 % of the order quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price (inclusive of duties, taxes and freight & insurance). In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price and so on, and order/contract shall be awarded accordingly.

- iv. If L1 is not a 'Class-I local supplier' and none of the class – I local supplier falls under 20% margin with L1, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers' within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- v. In case, no 'class – I local supplier' qualifies for the award, 50 % contract will be awarded to L1 and remaining 50% contract will be awarded to next higher qualified bidder subject to matching the price with L1.

### **13. ORDER (PUBLIC PROCUREMENT NO. 1, 2 AND 3) – RESTRICTIONS UNDER RULE144 (xi) OF THE GENERAL FINANCIAL RULES (GFRs), 2017**

#### **Requirement of registration**

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure - 13**
2. Para 1 of Order (Public Procurement No. 1) dated 23-7-2020 and other relevant provisions are as follows:
  - i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority.
  - ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such persons, participating in a procurement process.
  - iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
    - a. An entity incorporated, established, or registered in such a country; or
    - b. A subsidiary of an entity incorporated, established or registered in such a country; or
    - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
    - d. An entity whose beneficial owner is situated in such a country; or
    - e. An Indian (or other) agent of such an entity; or
    - f. A natural person who is a citizen of such a country; or
    - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
  - iv. The beneficial owner for the purpose of (iii) above will be as under.

1. In case of a company or limited liability partnership, the beneficial owner is the natural person(s). who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

**Explanation –**

- a. “Controlling ownership interests” means ownership of or entitlement to more than twenty five per-cent of shares or capital or profits of the company.
  - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder’s agreements or voting agreements.
2. In case of partnership firm, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of entitlement to more than fifteen per-cent of capital or profits of the partnership.
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or



#### **14. ANNEXURE 1 – CONFORMITY LETTER**

(On company's Letterhead)

**To**

The Asst. General Manager - IT  
Central Bank of India,  
1<sup>st</sup> Floor, DIT,  
Plot No. 26, Sector – 11,  
CBD Belapur,  
Navi Mumbai - 400614.

Sir,

**Ref: RFP No. \_\_\_\_\_ dated \_\_\_\_\_ for  
“RFP for Procurement of SMS (Push and Pull), email , Web and App push notification ,  
WhatsApp notifications ,voice alerts and campaign Services for Central Bank of India  
and its' sponsored RRB's.”**

I have carefully gone through the Terms & Conditions as well as the Scope of Work contained in the above referred RFP document. I declare that all the provisions of this RFP are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration for making this bid.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

## 15. ANNEXURE 2 – ELIGIBILITY CRITERIA

Bidders who wish to bid should conform to the following criteria.

Sr. No.	Eligibility Criteria	Support Documents to be submitted
1	<p>Bidder should be</p> <ul style="list-style-type: none"> <li>a) A Registered Company / LLP / Partnership firm in India as per Company Act 2013 or under any other Indian law and</li> <li>b) The bidder should have implemented a SMS alerts solution in at least two Public Sector / Private Banks in India during the past three years having minimum 2500 branches.</li> <li>c) The Solution offered should be currently running successfully as on the date of this RFP.</li> </ul>	<ul style="list-style-type: none"> <li>• Certified copy of the registration of Company or Firm and</li> <li>• Completion certificate and Purchase orders from FIs/ Banks for having Implemented the SMS facility or a certificate from such Clients</li> </ul>
2	The Bidder should not be a reseller and should have direct connectivity with Operators.	<ul style="list-style-type: none"> <li>• Copies of Certification/agreements with the Operators with which it has direct Connectivity</li> <li>• Undertaking on letter head of the Bidder duly signed by the authorized signatory.</li> </ul>
3	<p>Bidder should have direct tie-up /arrangement with minimum Three major Telecom service operators for services in India and minimum two International Telecom service operators for abroad services.</p> <p><b>Note: Central Bank of India /RRBs will not enter into any contact with Service Provider. The Bidder shall be the single point of contact for Bank / RRBs for all services procured under this RFP. Central Bank of India / RRBs will also not register as telemarketer for any service covered under this RFP.</b></p>	Copies of agreement /Certification with the telecom operators.
4	The Bidder should confirm that the software solution offered is capable of integrating with Core Banking Solution / middle ware running in the Bank. The	Self-declaration Letter

	Bidder is required to provide the interface of their software with Bank's Core Banking Solution or middleware.	
5	<p>a) The Bidder must have positive net worth during the last 2 financial year i.e. FY 2018-19 and FY 2019-20.</p> <p>b) Business turnover for 2018-19 &amp; 2019-20 should be more than Rs 100 crores (Rs One Hundred Crore only)</p>	<ul style="list-style-type: none"> <li>Copies of audited P&amp;L and Balance sheet for the last 2 financial years to be submitted as a proof by the bidder indicating the positive net worth of Bidder</li> <li>Audited Financial Statements for the last two financial years and the Certificate from the Auditor</li> </ul>
6	The Bidder should have own service support center at Mumbai or at a place from where Bank will get prompt service support to its office at Mumbai.	<ul style="list-style-type: none"> <li>Service Centre details with Postal Address, Contact Person and Phone/ Mobile Numbers</li> <li>Escalation matrix</li> </ul>
7	The Bidder should have never been Blacklisted/Barred/Disqualified by any regulator/statutory body in India.	Self-Declaration Letter duly signed by the authorized signatory
8	Bidder should not have been declared as NPA by any of the financial institutions in India during last two years.	Self-Declaration Letter duly signed by the authorized signatory
9	The Bidder should have solution to provide SMS in 15 Regional Languages or more.	<ul style="list-style-type: none"> <li>Photo Copies of Purchase orders from FIIs/ Banks for having Implemented the SMS facility or a certificate from such Clients</li> <li>Undertaking on letter head of the Bidder duly signed by the authorized signatory</li> </ul>
10	The Bidder should have its in house platform setup for SMS (Push and Pull), E-mail, Voice Services and Web/ App/ Whatsapp notification without any dependency on third party.	<ul style="list-style-type: none"> <li>Photo copies of agreements/certificate from the operators and other documentary proof</li> <li>Undertaking on letter head of the Bidder duly signed by the authorized signatory</li> </ul>
11	The bidder should have the connectivity with minimum 2 service providers for SMS and Voice messages.	Photo copies of Certification/agreements with the Operators with which it has direct Connectivity
12	<p>a) The Bidder should have a capability to handle at least 5 Crore Real Time SMS alerts (Transactional /Promotional) per day for the Bank.</p> <p>b) The bidder should be capable of sending voice messages (if e-mail ID is not available) or email messages in case of failure in sending SMS message, without</p>	Self-Declaration Letter on letter head of the Bidder duly signed by the authorized signatory

	any additional charges or set up cost. For this bidder should have in-house capabilities of sending voice message and e-mail messages of minimum 5000 voice messages per minute and minimum 5000 e-mails per minute.	
13	The Bidder should have valid registration as a telemarketer with TRAI.	Registration Certificate with TRAI must be submitted
14	The bidder should have valid ISO 9000 certification and valid ISO 27001 series certification for information security management or equivalent recognized certification.	Copy of valid certificates should be submitted.
15	The Bidder should also have arrangements for pushing / pulling SMS messages to Overseas mobile operators to cater to our Non Resident Customers	<ul style="list-style-type: none"> <li>• Copies of Certification / agreements with Overseas Mobile Operators service Providers</li> <li>• Undertaking on letter head of the Bidder duly signed by the authorized signatory.</li> </ul>
16	The bidder should have capability of maintaining the SMS sent data logs up to contract period and provide data in readable format as per Banks need.	Self-declaration
17	Bidder should have dedicated staff of at least 10 people for the offered solution in their hosted environment. The strength of dedicated staff of 10 people is applicable for bidder's data center and dedicated staff of 10 people at disaster recovery center (in India). An undertaking to this effect must be submitted on their letterhead.	Self-declaration
18	<p>Service continuity in case of technical / financial failure at the Bidder's end</p> <p>a) The bidder should use their own "SMS Gateway Services" to deliver the messages to the SMSCs directly. The bidder must have its own Level III/Tier III DC and DR located in India with adequate redundancy to support in case of any technical failure at Bidder's end.</p> <p>b) The bidder should have DR capability to send SMS from at least two different seismic zones in two different geographical locations for ensuring business continuity.</p>	Self-declaration letter mentioning the above clauses duly signed by the authorized signatory.

	c) The Bidder should also have a back to Back arrangement with a telecom service provider / bidder to take up the job of sending SMS without any delay in case the Bidder is not able to provide the services, at the same terms and conditions.	
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All dates if not specified to be applicable from the date of the RFP.

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone Number

- Those who fulfil all the eligibility criteria as mentioned above are only eligible to take part in this bid exercise.
- Annexure-4 (Technical Bid format) to be submitted by Bidders should contain detailed responses to each of the above eligibility criteria along with documentary proofs as specified above.
- The fulfilment of above eligibility criteria would be ascertained as of date of submission of the bid by the bidder.
- Bidder/Bidders who have been appointed by the Bank for any other project and whose contract has been terminated before completion of the project are not eligible to bid in the proposed project.
- Proposals of those Bidders, who do not fulfil the Eligibility Criteria as stated above fully, will be rejected.

## 16. ANNEXURE 3 – BIDDER’S SELECTION/EVALUATION PROCESS

### Evaluation of Technical Bid

The evaluation will be conducted in the following stages:

- a) Eligibility Criteria Evaluation based on **Annexure 2**
- b) Technical Bid Evaluation based on **Annexure 4** followed **Technical criteria Presentation** based on **Annexure 14**
- c) Commercial Bid Evaluation **Annexure 9**

The objective of evolving this evaluation methodology is to facilitate the selection of the most optimal solution that appropriately meets the business requirements of the Bank. The bidders would be screened based on General Eligibility Criteria. Post qualification of a Bidder on these criteria, bid would be evaluated on technical soundness. All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank. The evaluation shall be based on quality of the solution & services offered and cost of the offered solution and services. Bidder's qualifying the technical bid evaluation and the Technical Presentation will be considered for commercial evaluation.

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

Commercial Bid of only technically qualified bidders shall be opened. Technically / commercially qualified bidders will participate in Reverse Auction process to be conducted by Bank. Bank will notify the date and time for participating in the online reverse auction process to the technically qualified bidders.

Envelope containing commercial offers of bidders, short-listed post technical evaluation, would be opened. The format for quoting Commercial bid is set out in **Annexure 9**. The commercial offer should consist of comprehensive cost for required solution. Bidders must provide detailed cost breakdown for each and every categories mentioned in the commercial bid. Bank will determine whether the Commercial bids are complete, unqualified and unconditional. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the Scope of the RFP within the total quoted price shall be that of the bidder.

#### d) Reverse Auction

Bank would conduct a reverse auction process on the commercials submitted by the bidders. Commercial Bid of only those vendors will be opened which have qualified on Eligibility Criteria. These qualified Bidders will participate in Reverse Auction process to be conducted by Bank. Bank will notify the date and time for participating in the online reverse auction process to the technically qualified Bidders. Contract will be awarded to L1 bidder identified in reverse auction process.

If a Bidder quoting higher prices, higher by more than 20% as compared to the average quoted prices (of all technically qualified bidders) for all items in aggregate, the same Bidder may not be called for reverse auction process.

It is necessary that authorized personnel of the firm or organization signs the bid. The designated personnel should be authorized by the organization or by a senior official of the organization having authority to do so. The same person or a different person should be authorized, who should have digital certificate issued in his name and should have authority to quote bid amount in the commercial bid and also quote offer price during on-line reverse auction. The details of digital certificate like Name, Digital Key details, Issuing Authority and Validity etc. to be provided.

The certified copy of necessary original resolutions/authority/ Power of Attorney having authority to authorize the person to submit Bid documents/participate in on-line sealed bid and reverse auction, on behalf of the company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment.

Bidders to note that:

- I. In case there is variation between numbers and words; the value mentioned in words would be considered as final
- II. Bidder needs to provide unit costs for all components and services; unit rates would be considered for the TCO in case of any discrepancy in the totaling, modifications, addition, correction, etc.
- III. In the event bidder has not quoted or has omitted any mandatory product or service required for the solution it shall be deemed that the bidder shall provide the product or service at no additional cost to Bank.

Please note that in the event of Bank conducting a normalization exercise, the bids submitted after normalization would be evaluated as per the evaluation methodology in Commercial Evaluation. Bidder categorized as L1 after the Normalization process would be deemed as the Successful bidder.

#### COMMERCIAL BID EVALUATION CONSIDERATIONS

Commercial bid valuation shall be considered as below in case of any kind of discrepancy:

- I. If there is a discrepancy between words and figures, the amount in words shall prevail
- II. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail
- III. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of Bank, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail
- IV. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totaling the line items in the Bill of Materials will prevail
- V. The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail
- VI. If there is a discrepancy in the total, the correct total shall be arrived at by Bank
- VII. In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected
- VIII. At the sole discretion and determination of Bank, Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP

- IX. Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to
- X. All liability related to non-compliance of this minimum wages requirement and any other law will be responsibility of the bidder
- XI. Bank shall not incur any liability to the affected bidder on account of such rejection
- XII. The selected bidder shall provide revised TCO and the revised break-up of the cost items post reverse auction

The commercials will be calculated till two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else it shall be scaled down to arrive at two decimal points. Bank will make similar treatment for 4<sup>th</sup> or subsequent decimal point to finally arrive at two decimal points only.

### **Award Criteria**

- I. Bank will arrive at the L1 bidder whose commercial bid is found to be lowest after *reverse auction*.
- II. The TCO (total Cost of Ownership) shall be as per the details mentioned in the Annexure-Commercial Evaluation.
- III. The contract will be awarded to L1 and L2 in the ratio 60:40 provided that L2 matches the item-wise rate quoted by L1 , in case L2 fails to match the L1 cost Bank will approach L3 to match the L1 cost and so on. However, the Make in India criteria will be followed while awarding the contract if applicable.
- IV. In case of failure of L2/L3/L4 and so on to match the L1 price Bank reserves the right to award the contract to L1 bidder.
- V. Bank also reserves the rights to award the contract to other bidder / alternate Bidder matching the items-wise rates with L1 bidder in case of any selected bidder fails to fulfil the commitment, by shifting the commercial bid ranking.



## 17. ANNEXURE 4 – TECHNICAL BID FORMAT

Particulars to be provided by the Bidder in the technical proposal

Sr No	Feature Description	Response by Bidder (Yes / Customisable within implementation time period	Assessment by bank team
<b>Technical Specification for Transactional SMS</b>			
1	The bidder should have its own SMS Gateway infrastructures like Servers, Communication links, Software / Applications etc. for messaging related activity.		
2	All outgoing transactional messages (SMS) are to be delivered to the mobile subscriber within 30 seconds of receipt of the message at bidder's server in normal situation.		
3	Facility of Automatic Retry of the SMS in case of non delivery		
4	Facility to automatically send the SMS using voice channel in case the SMS channel is not able to send the message.		
5	If in any case delivery period is beyond the above specified period (30 second), the bidder has to provide immediate solution for the same.		
6	The solution should have the facility to priorities the outgoing messages so that it is possible to send certain critical messages immediately.		
7	Bidder's SMS Gateway should support Long Code, Short Code & Virtual Mobile Number (VMN) for incoming messages.		
8	All incoming messages (SMS) should be delivered to Bank's Internet Banking or other relevant systems within 5 seconds of receipt of the message at bidder's server.		
<b>Schedule of Requirements:</b>			

9	SMS Gateway service for approximately 75 lakh outgoing transactional messages per Day in first year, and goes on increasing every year @ 50 % per year.  SMS Gateway service for approximately 5 Crores outgoing campaign messages per Day		
10	A web (Internet) based utility for sending SMS in bulk by various offices of the Bank to its various officials conveying various informal /official communications every day. The number of such messages will be approximately 5 Crore per month.		
11	The bidder should handle User Data Header (UDH) based communication i.e. the bidder should be able to support Port based SMS Services.		
12	The Bank has a setup for sending API (for OTPs) and xml (for bulk SMS) based requests. These requests are generated by the Bank's inhouse platform and the SMS is sent to the Bidder's predefined URL. The existing setup shall be reused for sending the requests to the Bidder's platform for onward SMS delivery. Hence the Bidder will require to customise their setup to consume the Requests coming from Bank		
13	The bidder should handle URL based communication, both secured (https) and normal (http) based communication and the messages should be delivered to a specific port, if port is provided in URL.		
14	The bidder should support virtual mobile number (for incoming SMS) of at least any one of the Major Service Providers.		
15	The bidder should provide facility for free format SMS through file upload of mobile numbers in text format.		
16	The bidder should provide facility to download delivery status of SMS logs for entire contract period in specified format. The bidders should provide the monitoring		

	facility for the bulk SMS facility for each user office/department/section.		
17	Bidder should provide acknowledgement for delivery of each SMS message and should submit reports providing the time of receipt of SMS at their server, time of delivery to mobile subscriber concerned for each message.		
18	The Bank will check the time taken in delivery of messages. Whenever any abnormal delivery period is observed, the Bank may require justification for the same. If proper justification is not provided, the Bank may consider these messages as undelivered and apply penalty as for undelivered messages as given below.		
19	The bidder should integrate their SMS gateway with our Internet Banking Applications, CBS System, ATM Switch, CRM, SDR, EFRMS , middleware and other related systems in coordination with respective bidders.		
20	The Bidder should be able to send multilingual SMS		
<b><u>Specifications for Bulk SMS:</u></b>			
21	Sending SMS to one/many Mobile Numbers.		
22	The utility should be Menu Driven.		
23	Accessing the utility with user-ids/passwords.		
24	Facility of Admin Utility to maintain Users.		
25	The Admin User should be able to draw reports for any other user.		
26	The contents of the messages may exceed 160 characters and hence utility should have the feature of delivering such messages as a single message unless there is dependency on the receiver's Mobile.		

27	Maintaining Address Books/Groups for Mobile Numbers including Import/Export of Address books.		
28	Generation of period wise (maximum of last 6 months) Reports on SMS sent including various status wise like Delivered, Undelivered, If undelivered reason thereof etc.		
29	Bulk upload of SMS from Excel file.		
30	Exporting reports to Excel.		
31	Scheduling SMS		
32	The bidder should provide monthly backup of all SMS sent by various users.		
33	Help desk facility to be provided by the Service Provider		
34	The utility should deliver the SMS to all Office Mobiles of the officials of the Bank even though the Mobiles might have been registered in DND. For such Mobiles, if required Bank will provide a Declaration for forceful delivery.		
35	The Bank should be able to send SMS to different groups created based on requirement. The Bank will provide/create the groups as per requirement.		
36	The bidder should keep track of all the messages sent with date and time stamp and acknowledgement of delivery of the same and the same to be provided to the Bank as and when required or along with monthly invoices raised.		
37	The bidder should be able to send SMS messages to all the Mobile Phone service providers across the country and to International numbers.		
38	The Bidder shall follow the rules and procedures in providing the above services as per the guidelines of Govt. / TRAI/DOT. The Bank will not be responsible for any breach on the bidder's part in this regard or for any other legal or other claims/charges		

	that may arise due to the breach of such guidelines.		
39	Bidder should be registered telemarketer as per TRAI guidelines and RBI notification		
<b>e-mail Alerts</b>			
40	Bank needs to send the transactional and OTP alerts through e-mail to the customer. The existing SMS API shall have an optional field with e-mail ID, whenever Bank passes any e-mail ID in the request the Bidder will have to send an e-mail. The setup should support all the following options:  1. Send SMS only  2. Send e-mail Only  3. Send SMS + e-Mail		
41	The solution should have facility to ensure delivery in the customer's e-mail Inbox and not in spam mail box		
42	The e-mail solution should have facility to send the e-mail with Bank name in sender details.		
43	Separate API for this purpose may also be required by the Bank for which the Bidder shall have to make necessary arrangements.		
44	Bank may initiate the Bulk e-mail campaign for which the Bidder shall have to deliver the desired e-mail to the list of the customer e-mail IDs.		
<b><u>Voice alert services</u></b>			
45	The common API shall also have a facility for Voice alert through a flag. The bidder shall read the flag and send voice alert		
46	The common API shall be used for this purpose thereby providing following combinations combination for Bank (Only SMS / Only e-mail / only Voice /SMS and e-mail Both / SMS and voice both / e-mail and voice both / SMS, e-mail and voice all).		

47	Separate API for this purpose may also be required by the Bank for which the Bidder shall have to make necessary arrangements		
48	Bank may use the facility for Bulk voice message campaign service. The data shall be provided to the Bidder through SFTP or needs to be collected from the Bank's concerned department by the bidder's authorized representative		
49	The Bidder shall arrange for conversion of the text message to voice and send the sample for approval		
50	The facility to send the alerts in regional languages should also be available		
<b><u>SMS Campaign</u></b>			
51	Bank shall do periodic SMS campaigns for which SMS in bulk has to be sent to the customers		
52	The data shall be provided to the Bidder over SFTP or needs to be collected from the Bank's concerned department.		
<b><u>SMS in Regional languages</u></b>			
53	The Bidder is required to provide the SMS services in 15 regional languages including Hindi		
54	The default SMS shall be sent in English however where ever the regional language flag is enabled the Bidder will have to convert the SMS to the regional language and send an SMS to the customer		
<b><u>Missed Call Alert</u></b>			
55	Bank already provides the facility of Miss call based enquiry to customers. The Bank's customer gives a missed call from his registered mobile number to the predefined number. On receipt of this call the Bidders sends a request to Bank and Bank in response generates a SMS for the customer		
56	The Bidder will have to procure the numbers in Bank's Name and continue the services.		

	The cost of the procurement and maintenance shall be borne by the Bidder.  Bidder should support migration of existing VMN / Long code to new service provider without any cost.		
	<b><u>Web , App and WhatsApp based Notification service</u></b>		
57	Bidder has to provide Web and App based push notification service to various application of the Bank viz Internet Banking, Mobile Banking, UPI etc.		
58	Integration of required API / SDK with various Banks application for Web and App based push notification will be done by bidder		
59	Integration with WhatsApp to send notifications to the customers regarding our new launches, products etc to their WhatsApp account.		
<b>SMS Security and Compliance</b>			
60	Bidder should have Information Security Policy containing change management and Incident management with periodic review.		
61	Bidder should ensure compliance of the instructions issued by RBI, Central Govt and other Regulators in respect of the services mentioned in this RFP.		
62	Bidder has to ensure Banks Data Privacy and security.		
63	The Data stored by the bidder during contract period should be encrypted.		
64	Provided solution should have End to End message encryption.		

65	Solution provided should have complete message journey information which is indisputable through technology / DLT.		
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**The Bidder should provide detailed responses for each of the above items along with documentary proofs as prescribed there against and also as specified in Annexure 2 (Eligibility Criteria) and Annexure 3 (Bidder's Selection/Evaluation Process).**

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 short listing 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 this response, for the purpose of short-listing, is valid for a period of six months, from the date of expiry of the last date for submission of response to RFP.
- e) 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.

Place:

Date:

Seal & Signature of the Bidder



## 18. Annexure 5 – Eligibility Criteria Compliance

(On company's letterhead)

To,  
The Asst. General Manager - IT  
Central Bank of India,  
1<sup>st</sup> Floor, DIT,  
Plot No. 26, Sector – 11,  
CBD Belapur,  
Navi Mumbai - 400614.

Dear Sir,

**Ref: - RFP for Procurement of SMS (Push and Pull), email , Web and App push notification , Whatsapp notifications , voice alerts and campaign Services for Central Bank of India and its' sponsored RRB's.**

1. Having examined the Request for Proposal (RFP) including all annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide the desired SMS services for the Bank's payment card infrastructure in conformity with the terms and conditions of the said RFP and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this bid.
2. If our Bid is accepted, we undertake to complete the project within the scheduled timelines.
3. We confirm that this offer is valid for six months from the date of expiry of the last date for submission of response to RFP.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive.
7. We have not been barred/black-listed by any regulatory / statutory authority in India and we have required approval, if any, to be appointed as a service provider.
8. We shall observe confidentiality of all the information passed on to us in course of the tendering process and shall not use the information for any other purpose than the current tender.
9. We confirm that we have obtained all necessary statutory and obligatory permission to carry out the assignment, if any.

Signed Dated

Seal & Signature of the Bidder

Phone No.:  
Fax:  
E-mail:

## 19. ANNEXURE 6 - EXPERIENCE DETAILS

### DETAILS OF SMS services EXPERIENCE IN INDIA

Sl. No.	Name of the Client	Client segment Large Bank in India/or Bank/ or Others	Date of PO	Date of completion of assignment	Date of Certification (if applicable)	Name of the lead	Contact person details of the client	Page Ref. No.

Please submit copy of Purchase order completion certificate (if applicable).

Place:

Date:

Seal and Signature of Bidder:

## 20. ANNEXURE 7 - UNDERTAKING

Place:

Date:

To,  
The Asst. General Manager - IT  
Central Bank of India,  
1<sup>st</sup> Floor, DIT,  
Plot No. 26, Sector – 11,  
CBD Belapur,  
Navi Mumbai - 400614.

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

We \_\_\_\_\_ (bidder name), hereby undertake that-

- We have not been blacklisted by the Government Authority or Public Sector Undertaking (PSUs) in India or any Financial Institution in India as on date of submission of response.
- We also undertake that, we were never 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:

## 21. ANNEXURE 8 – COMMENTS ON “TERMS AND CONDITIONS”

Please submit your comments on “Errors & Omissions”, Terms & Conditions and Services/pre bid queries in the format as mentioned below:

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

Sr. No.	RFP Page #	RFP Point / Section #	Clarification point as stated in the EFP document	Category of Comment/ “Error & Omission”/ Suggestion/ Deviation/ Query	Bidder’s Comment on “Error & Omission” / Suggestion/ Deviation/ Query

Place:

Date:

Seal and signature of the Bidder

## 22. ANNEXURE 9 – COMMERCIAL BID FORMAT

### Commercial Bid Format

(in Rupees)

S.NO	Particulars	Unit Price Exclusive of Taxes (Rs.)	Number of Units (Quantity)	Total Cost = Unit Price * Number of Units
1	One time Implementation cost for Integration of SMS alerts, Web and App notification solution with Bank Applications.  (It includes Implementation Cost , Cost for Customization ,Registration and activation process , Conversion of English SMS to 15 Regional Languages ,Third Party Licenses , Cert in certified auditors , Work as facilitator and any other factor as per Bank's / regulatory requirement for smooth running of the system)		01	
2	Cost of Domestic SMS (Transactional / Promotional) per SMS		1300 Crores	
3	Cost Of International SMS ( per SMS)		1 Crore	
4	Server Rental and two PRI rentals for premium numbers for Missed call alerts solution. (SMS rate will be same as transactional SMS)		2	
5	Cost for Short Code (For contract Period)  (One time implementation cost , no recurring charges)		10	
6	Cost of Virtual Mobile number (VMN) / Long Code (For contract Period)  (One time implementation cost , no recurring charges)		10	
7	Cost of Web push notification		10 crore	
8	Cost of App push notification		10 crore	
9	Cost of Whatsapp push notification		10 crore	
10	Cost for sending the e-mails (Transactional / Promotional) per e-mail		3 Crores	
11	Cost of Transactional Voice messages (Domestic)		1 Crore	
12	Cost of Transactional Voice messages (International)		5 lakh	

13	Any other charges not mentioned above (Bidder has to mention individual item description and quote prices against it)		Mention no. of units	
14	<b>Total Cost of Ownership (TCO) = 1 to 13</b>			

Amount in Words: Rs.\_\_\_\_\_.

The prices quoted above should be excluding applicable taxes. Applicable taxes shall be payable on actual basis.

Please Note: -

- The above counts are indicative and Bank will make the payment to the successful bidder on implementation and actual usage.
- Bank will not pay any SMS consumption charges for PULL SMS.
- Bidders to strictly quote in the format and for periods as mentioned above.
- No counter condition/assumption in response to commercial bid will be accepted. Bank reserves the right to reject such bid.
- The price quoted by the bidder should be inclusive of the cost of customization for the features which are stated as Customization required by the bidder.

Place:

Date :

Seal & Signature of the Bidder

## 23. ANNEXURE 10 - NDA

### **NON-DISCLOSURE AGREEMENT**

This Agreement made at Mumbai, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, BETWEEN \_\_\_\_\_ a Company incorporated under the Companies Act, 1956 having its registered office at \_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART;

AND

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

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

WHEREAS:

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

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

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

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

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the disclosing Party without any obligation of confidentiality, or (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

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

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

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

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

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



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

**5. Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

**6. Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

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

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

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

**10. Indemnity:** The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the

disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

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

For and on behalf of \_\_\_\_\_ (Bidder)

\_\_\_\_\_  
Name of Authorized signatory:

Designation: Head of Legal

For and on behalf of CENTRAL BANK OF INDIA

\_\_\_\_\_  
Name of Authorized signatory:

Designation:

## **24. ANNEXURE11 - INTEGRITY – PACT (ON STAMP PAPER OF Rs.500/-)**

### **INTEGRITY PACT**

Between

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

And

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

#### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for.....

..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

### **Section 1 – Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

1. The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce 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 placed at (page nos. 6-7).
  - e. The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at (page nos. 8-17).

#### **Section 4 – Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5 – Previous transgression**

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

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

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

#### **Section 8 – Independent External Monitor / Monitors**

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Managing Director & Chief Executive Officer, CENTRAL BANK OF INDIA.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality. In case of sub-contracting , the Principal contractor shall take the responsibility of the adoption of the Integrity Pact by the sub- contractor
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. Parties to this agreement agree that they shall not approach the courts while representing the matter to IEM and will await IEM's decision in the matter
6. The Monitor will submit a written report to the Managing Director & Chief Executive Officer, CENTRAL BANK OF INDIA within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Managing Director & Chief Executive Officer, CENTRAL BANK OF INDIA, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Managing Director & Chief Executive Officer, CENTRAL BANK OF INDIA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word "Monitor" would include both singular and plural.

## Section 9 – Pact Duration

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

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

## Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.”

**(For & On behalf of the Principal)**

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

**(Office Seal)**

**(Office Seal)**

Place\_\_\_\_\_

Place\_\_\_\_\_

Date\_\_\_\_\_

Date\_\_\_\_\_

Witness1:

Witness1:

Name & Address

Name & Address

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2:

Name & Address

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Witness 2:

Name & Address

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\_\_\_\_\_  
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## 25. ANNEXURE – 12 : BID SECURITY LETTER

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

RFP for Procurement of SMS (Push and Pull), email , Web and App push notification ,  
WhatsApp notifications , voice alerts and campaign Services for Central Bank of India and its'  
sponsored RRB's

Bond No. \_\_\_\_\_ Dated: \_\_\_\_\_  
BID SECURITY LETTER WHEREAS, .....(hereinafter  
called the Bidder) has submitted the Bid dated.....for RFP for Procurement  
of SMS (Push and Pull), email , Web and App push notification , voice alerts and campaign  
Services for Central Bank of India and its' sponsored RRB's more described in the tender  
documents (hereinafter called Bid) to Central Bank of India.

KNOWN ALL MEN by these presents that we .....  
having our registered office at .....(hereinafter called the  
'BIDDER') are offering security deposit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ ) by way of demand draft bearing No. \_\_\_\_\_ dated  
\_\_\_\_\_ drawn on \_\_\_\_\_ favoring 'Central Bank of India' to  
Central Bank of India, Information Technology Department, Sector 11, CBD Belapur, Mumbai  
400614 for the acceptance and carrying out the purchase contract well and truly to be made  
to Central Bank of India, the Bidder binds itself, its successors and assigns by these presents.

If the Bidder:

- a) Withdraws its Bid during the period of Bid validity specified by the Bidder on the Tender Documents or
- b) Having been notified of the acceptance of its Bid by Central Bank of India during the period of validity:-  
Fails or refuses to execute the contract form if required; or
- c) Fails to comply with the terms and conditions contained in the tender document, Central Bank of India has the right to forfeit the Bid Security amount on the occurrence of one or more of the same.

The Bidder undertake that they will not take duplicate instrument or cancel the demand draft referred above till the Bidder get back the demand draft from the Central Bank of India in the course of execution of the contract.

Dated this.....day of.....

Place:

Date:

\_\_\_\_\_  
Seal and Signature of the Bidder

## **26. ANNEXURE – 13 COMPETENT AUTHORITY AND PROCEDURE**

### **APPENDIX I - COMPETENT AUTHORITY AND PROCEDURE**

#### **FOR REGISTRATION**

A. The Competent Authority for the purpose of registration under this order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

B. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.

C. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.

D. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.

E. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.

F. In transitional cases falling under para 3 of this clause, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.

#### **Appendix II - SPECIAL CASES**

A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this order.

B. Bona fide procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this clause.

C. Bona fide small procurements, made without knowing the country of the bidder, shall not be invalidated by this order.

D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.

E. This order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

## 27. ANNEXURE-14 TECHNICAL CRITERIA PRESENTATION

The bidder need to achieve a cut –off score of 70% marks in this evaluation stage to be qualified for commercial bid opening. Only those bidders who achieve equal to or more then the specified cut –off score would be short listed for commercial Bid Evaluation.

The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:-

Sr No	Criteria	Marks			Minimum Marks	Maximum Marks
1	No. of Implementation in Private / PSU Banks in India	Range	Marks		16	20
		Upto 2	16			
		3 to 5	18			
		Above 5	20			
2	No. of direct tie-up with Telecom service operators in India	Range	Marks		10	15
		Upto 3	10			
		4 to 5	12			
		Above 5	15			
3	No. of direct tie-up with International Telecom service operators abroad	Range	Marks		10	15
		Upto 2	10			
		3 to 5	12			
		Above 5	15			
4	Bidders capacity to push no. of SMS per day per client	Range	Marks		16	20
		Upto 5 Crores	16			
		5 to 8 Crores	18			
		Above 8 Crores	20			
5	In SMS service business since	Range	Mark s		8	10
		3 Years	8			
		4 to 5 Years	9			
		Above 5 Years	10			
6	Technical Presentation on Proposed Solution Architecture, Capacity, Security Setup and Infrastructure, Understanding of Bank requirements, Delivery approach, Methodology and timelines.					20
	Total Marks					100

Bidder has to submit necessary documentary proof to support related Technical Criteria.

## 28. ANNEXURE-15 SMS DATA BACKUP FORMAT

S No	Field	Description
1	<b>SMS sent Date &amp; Time</b>	Date & Time SMS sent by vendor to Operator
2	<b>Mobile No</b>	Mobile no. of Bank's Customer
3	<b>Delivery Status</b>	Status of SMS delivery to Bank's Customer
4	<b>SMS Delivery Date &amp; Time</b>	Date & Time SMS delivered to Bank's Customer
5	<b>Sender ID</b>	Sender ID of the Bank
6	<b>Bank Reference ID</b>	Unique Reference ID generated by Bank for SMS
7	<b>Vendor Reference ID/IDs</b>	Unique Reference ID generated by Vendor for SMS
8	<b>Message</b>	SMS content
9	<b>Operator</b>	Telecom Service Provider
10	<b>Circle</b>	Telecom Service Provider Circle
11	<b>Message ID</b>	Avail If generated by vendor
12	<b>Message Tag</b>	Avail If generated by vendor
13	<b>Any other related information</b>	

Place:

Date:

Seal and signature of the Bidder