



Request for Proposal (Tender) for selection of service provider, End to End Supply, Implement & Maintenance of Web Based Pension Payment System (PPS)

**Central Bank of India, Centralized Pension Processing Centre,
2nd Floor, Mumbai Main Office, Fort, Mumbai 400001**

The information contained in this Request for Proposal (RFP) is provided to the Bidder(s) on the terms and conditions set out in this RFP document. The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services.

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

GENERAL INSTRUCTIONS TO BIDDERS

All bidders must note that this being E-tender, bids received only through online on E- tendering online portal URL: <https://centralbank.abcprocure.com/EPROC> shall be considered as an offer. **Any bid submitted in physical form will not be received or opened and shall be summarily rejected.**

Procedure for submission of E-tender by bidder:

Interested bidders who wish to participate should visit website: <https://centralbank.abcprocure.com/EPROC> which is the ONLY website for bidding their offer.

Further, the procedure is as follows:

1. Register your company in website: <https://centralbank.abcprocure.com/EPROC> for obtaining a Login ID and Password.
2. Using the login ID, password and digital signature, login in to the tender portal to download the tender document. It is mandatory for the Bidders to have a valid Digital Signature Certificate – Signing and Encryption (Class – II or Class – III) issued by any of the valid Certifying Authority approved by Govt. of India as per IT Act, 2000. DSC on **Organization name** is required, if bidder want to participate on behalf of his/her Company.
3. Pay RFP document Cost through Demand Draft (i.e. DD) or through NEFT and upload the Scanned copy of payment / advice in website.
4. Upload supporting documents by clicking “Mapped Documents”. Then submit the tender. Take a print screen of “Bid successfully submitted” message for reference.
5. Primary Contact Numbers: Mr. Arun Kumar Bara (AGM-CPPC), Mob. 9769746964
6. Alternate Contact No: Mr. Satyendra Singh (CM-CPPC), Mob.700585328
Technical Support: Mr. Lalit Shandil (SM- IT,PDOD), Mob. No. 9736035904
7. System requirement for online bid submission:
 - a. Computer / Laptop (Notebook) with internet connection of minimum 256 kbps speed.
 - b. Operating system - Windows XP Service pack -3 / VISTA/ Windows 7 or above.
8. Bidder must submit the bid/ offer before online closing date & time. The website automatically stops accepting the bid/offer after online closing date and time.

NOTE: Submission of any bid document through offline mode will not be accepted.

Only Cost of RFP and Pre-Contract Integrity Pact should be submitted in physical form on or before last date & time of bid submission.

Abbreviations

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

| Abbreviations | Description |
|----------------------|--|
| Bank | Central Bank of India |
| RFP | Request for Proposal |
| Bidder/Vendor' | Vendor submitting the proposal in response to this RFP |
| Contract | 'Contract' means the agreement signed by successful bidder and the Bank at the Conclusion of bidding process, |
| Proposal | 'Proposal' means that Technical/Financial proposal |
| Solution | Solution' means Supply, Implementation and Maintenance of end to end Web Based Government Pension Payment System (PPS) |
| EULA | End User License Agreement |
| DC | Data Centre |
| DRC | Disaster Recovery Centre |
| RTO | Recovery Time Objective |
| RPO | Recovery Point Objective |
| TCO | Total Cost of Ownership |
| UAT | User Acceptance Test |
| LD | Liquidated Damages |
| SLA | Service Level Agreement |
| MAF | Manufacturer Authorization Form |
| OEM | Original Equipment Manufacturer |
| LLP | Limited Liability Partnership |
| ATS | Annual Technical Support |
| OS | Operating System |
| KYE | Know Your Employee |
| MII | Make in India |
| VAPT | Vulnerability Assessment & Penetration Testing |

Schedule of Events & Bid Details

| | |
|---|---|
| Start Date & Time of issue of RFP/ Document Download | 27.02.2024 at 11:00 Hours |
| Date, time and mail-id for submission of pre-bid queries | 05.03.2024 by 15:00 Hours Mail-id: agmcppc@centralbank.co.in cmcppc@centralbank.co.in |
| Date and time of Pre-bid meeting through V.C | 06.03.2024 by 15:00 Hours |
| Last date and time for submission Of Bid Document | 19.03.2024 by 15:00 Hours |
| Date and Time of Technical Bid Opening | 19.03.2024 at 15:30 Hours |
| Place of opening of Bids (Online) | Central Bank of India, Centralized Pension Processing Centre, 2nd Floor, Mumbai Main Office, Fort, Mumbai 400001 |
| Address & Contact Numbers | As above. Tel:(022) - 61648741 Central Bank of India, Centralized Pension Processing Centre, 2 nd Floor, Mumbai Main Office, Fort, Mumbai 400001 |
| Cost of RFP (Non-Refundable) | Rs. 5000/- (Rupees Five Thousand only) in the form of Demand Draft/NEFT in favour of Central Bank of India, payable at Mumbai. Account Name :- BUSINESS SUPPORT DEPARTMENT Ac No.1122845035, Type :- Current Account IFSC Code :- CBIN0281067 |
| Earnest Money Deposit | Bidders to submit EMD declaration form in Bank's format (Annexure-V) Bid security/ earnest Money of Rs.15,00,000/- (Rupees Fifteen Lakh only) |
| Contact details | Interested Bidders are requested to send the email to:- agmcppc@centralbank.co.in dgmoper1@centralbank.co.in containing below mentioned information, so that in case of any clarification same may be issued: Name of company, contact person, Mailing address with Pin Code, Telephone No., Mobile No., email address etc. |

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

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INTRODUCTION

Central Bank of India, herein after referred to as the “Bank”, is a leading Public Sector Bank established in the year 1911. The Bank was nationalized in the year under Banking Companies (Transfer of Undertakings) Act-1970. The equity shares of the Bank are listed in both Bombay Stock Exchange/National Stock Exchange. The Bank is having its Central Office at ChanderMukhi, Nariman Point, Mumbai– 400021. The Bank has pan India presence through its wide network of 4493 branches, 12 Zonal Offices, 90 Regional Offices & 11155 Banking Correspondent Offices spread across the country as on 31.12.2023.

Central Bank of India is floating a Request for Proposal (RFP/Tender) for selection of service provider, procurement of integrated end to end Web Based Government Pension Payment System. The offers / Bids are invited from the parties who have qualified as per terms & conditions set out in this document and are presently having requisite capability to meet the scope of work more particularly described in the tender document.

1. INTEGRITY PACT (IP)

Vendors/bidders/sellers, only those who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warranty/guarantee. Format of IP is attached as [Annexure N](#) for strict compliance.

The following Independent External Monitors (IEMs) have been appointed by the Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

- 1) Shri Trivikram Nath Tiwari Email ID: trivikramnt@yahoo.co.in
- 2) Shri Jagdip Narayan Singh Email ID jagdipsingh@yahoo.com

2. OBJECTIVES OF THE RFP

Central Bank of India (hereinafter called as “CBI” or “Bank”) invites proposals from experienced and eligible entities (hereinafter referred to as “Respondent” or “Bidder” or “Vendor”) for Supply, Implementation and Maintenance of Web Based Government Pension Payment System (PPS)

– Technical Bid & Commercial (Financial) Bid for the Supply, Implementation, Maintenance and Support of web based comprehensive pension processing system for a period of 5 years from the date of acceptance of solution by Bank / execution of SLA, in case of satisfactory service contract may be extended for further period of 2 years as mutually agreeable terms & conditions.

3. DEFINITIONS

- 3.1. 'Bank' means unless excluded by and repugnant context or the meaning thereof, shall mean 'Central Bank of India', described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successors and permitted assigns.
- 3.2. 'RFP' means Request for Proposal prepared by Central Bank of India for Selection of Vendor for Supply, Implementation and Maintenance of end to end Web Based Government Pension Payment System (PPS)
- 3.3. 'Bidder/Vendor' means a vendor submitting the proposal in response to this RFP .
"who meet eligibility criteria given in clause 5 of this RFP"
- 3.4. 'Contract' means the agreement signed by successful bidder and the Bank at the Conclusion of bidding process, wherever required . "including all the attachments and appendices thereto and all documents incorporated by reference therein"
- 3.5. 'Proposal' means that Technical/Financial proposal including any documents submitted by the bidder as per the formats prescribed in the RFP.
- 3.6. 'Solution' means Supply, Implementation and Maintenance of end to end Web Based Government Pension Payment System (PPS)

4. INVITATION OF TENDER BIDS

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

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

All offers of the bidders shall be unconditional and once accepted whether with or without modifications by the Bank shall be binding between the Bank and such Bidder. The RFP Document can be downloaded from Bank's Website: www.centralbankofindia.co.in/ live tender or from e-procurement portal: <https://centralbank.abcpocure.com/EPROC>. The response should be uploaded online at the e-procurement Portal <https://centralbank.abcpocure.com> / EPROC.

5. ELIGIBILITY CRITERIA

- 5.1. Only those Bidders who fulfill the following criteria as specified in Annexure C” are eligible to respond to the RFP.
Document/s in support of eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfill any of the following Eligibility criteria are liable to be rejected.
- 5.2. Make in India preference clause, Non- Class 1 and non- class 2 bidders are also eligible to participate. In case bids are received from Class 1 or Class 2 local suppliers, purchase preference will be given to such bidders in-line with Government of India guidelines. If Class 1 and Class-2 Bidders are not available, other bidders will be considered.
- 5.3. If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority.
- 5.4. The bidder has to submit Integrity Pact (IP) signed by authorized signatory as prescribed format mentioned in Annexure N on Stamped at the time of bid submission. Bidder shall be liable for rejection in case of non-submission of the same.
- 5.5. The bidder should be a company registered in India as per The Companies Act 1956 /2013 or a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India or a PSU/Government organization and should be in existence for last 5 years from the date of submission of RFP (Certificate of incorporation/Registration is to be submitted). The experience/Turnover criteria for Start-ups will be determined as per the extant guidelines of Government of India, subject to submission of relevant documents like Registration Certificate as a Start-up entity, quality and technical competency in support of their claim.
- 5.6. Bidder should have minimum annual turnover of Rs.10.00 Crores during last three financial years (2020-21, 2021-22 & 2022-23). In case the audited financials for the year 2022-23 is not available, CA Certificate /Provisional Balance sheet should be submitted. This must be the individual company turnover and not that of any group of companies/ subsidiary/ associate. (Copies of the audited balance sheet and P&L Statement of the company showing the same is to be submitted). Applicable provisions for Start-ups will be applied.
- 5.7. The bidder should have positive operating Profit (as EBITDA i.e. Earnings, Before Interest, Tax, Depreciation & Amortization) in the last three financial years, (2020-21, 2021-22 & 2022-23). In case the audited financials for the year 2022-23 is not available, CA Certificate /Provisional Balance sheet should be submitted. (Copies of the audited balance sheet and Profit/Loss statement of the firm is to be submitted). Applicable provisions for Start-ups will be applied.
- 5.8. The proposed Web Based Government Pension Payment System should have been implemented by the bidder/OEM successfully at least in two of the scheduled commercial Bank either in public/ private sector having branch network of 500 branches & above as on 31.03.2023. The bidder has to submit Purchase order/Certificate of performance showing that the contract was/is in force within last 3 years. Applicable provisions for Start-ups will be applied.
- 5.9. Bidder should provide undertaking that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not

participated in the bid process.

- 5.10. Bidder should be either an Original Equipment Manufacturer (OEM) of devices/software or authorized partner of OEM. In case the bidder is an Authorized partner of the OEM, Bidder needs to provide Manufacturer Authorization Form (MAF) from OEM stating that bidder is authorized partner of OEM and authorized to participate in this tender and case the bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OEM. OEM can quote directly or through authorized partners. However, both i.e. OEM & their authorized partner cannot participate in the RFP. In case, both (OEM & his authorized partner) participate, only bid of the OEM will be considered.
- 5.11. The companies bidding for the above tender should have not been black listed by any of Government Authority or Public Sector Undertaking (PSUs) or any Financial Institution. The bidder shall give an undertaking (on their letter head) that they have not been black listed by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the same must have been removed from the black list as on 31.03.2023, otherwise the bid will not be considered (An undertaking to this effect must be submitted in their letter head as per Annexure I).

Note: Vendor must comply with the above-mentioned criteria. Non-compliance to any of the criteria can entail rejection of the offer. Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria. The Bank reserves the right to verify/evaluate the claims made by the vendor independently. Any misrepresentation will entail rejection of the offer.

The participating bidders are required to submit unambiguous documentary evidences, in support of their meeting the above eligibility criteria. The bidder must comply with all above mentioned criteria. Non-compliance of any criteria will entail rejection of the bid summarily.

Bank reserves the right to verify/evaluate the claims made by the bidder independently. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidder. The Bank may accept or reject an offer without assigning any reason what so ever.

6. TECHNICAL SCOPE

| No. | RFP Description |
|-----|--|
| | System Features |
| 1 | The system should support processing and disbursement of pensions on behalf of Central & state government entities Semi-government agencies, departments & directorates Public sector entities, Staff Pension. |
| 2 | The System should be able to handle multi organization unit's pensioners having variety of pension rules and schemes. |
| 3 | Architecture of the system should sustain future growth. |
| 4 | The user with specific role should be capable of creating new type of pension/category/treasury etc. |

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| 5 | The system should support processing and payment of pension at different locations. i.e. it should support more than one CPPC at various locations in the Bank, if required. |
| 6 | Pension modules for Central - Civil, Defence, Railways, Telecom, Postal, State Governments/autonomous bodies/quasi government/municipalities etc. should be readily available in the system. Payment and processing of different categories of staff pension of the Bank should also be supported by the System as per the Bank's rules & regulations. |
| 7 | The System should allow to open multiple window with single sign-on. However, the system should not allow multiple sign-on (sessions) for one user. |
| 8 | The System should be completely menu driven and should have user friendly menu options. |
| 9 | System should create unique Pensioner ID for each pensioner, which can be linked to multiple pension accounts of the same pensioner. |
| 10 | The System must support multiple search options based on account number, PPO Number, branch, pensioner unique ID etc. |
| 11 | System should be capable of interfacing with various applications of the Bank including Core Banking, SMS and Mailing system etc. |
| 12 | The system should facilitate allocation and reallocation of tasks among the users/roles (O) |
| 13 | Provision for dashboard to CPPC admin/head for various MIS information like active user, pending queue, account transfer details, complain status and PPO in transit etc. for better monitoring |
| 14 | System should classify the data as static and dynamic. Static data to be carried over the next cycle while dynamic data is to be processed at the time of pension processing |
| 15 | System should maintain the transaction tables for each payment processing which can be queried upon as and when required |
| 16 | Transactions/Activities logs should be maintained and available whenever queried |
| 17 | Availability of web services / API for providing pensioners information / data through Bank's own sites i.e. Bank's website, Internet banking site and any integration requirement with Government / regulatory authorities like BHAVISHYA, SPARSH, SAMPANN etc. during the contract period with no extra cost to Bank. Some of the integrations listed below but not exhaustive are :- 1.Pension slip 2.Form 16 3.Life Certificate Status 4.Due Drawn statement of arrears 5.Uploading of death certificate of pensioner/Family pensioner 6.Uploading of form 12 7. Change of branch etc. |
| 18 | Flexibility for customization for putting controls/validations on data input / New report writing etc. in the proposed solution. |
| 19 | Deliverables should include data archival policy document also. |
| | User Management |
| 20 | The System should support users of various locations such as Data Center (DC & DR), CPPC, Branches, Bank's Auditor, External Auditor etc. There should be no restriction on number of users in the system |

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| 21 | Access to the system will be role based such as Super Admin, DC Operations, DC Auditor, CPPC Head, CPPC Maker, CPPC Checker, CPPC Auditor, Branch Maker, Branch Checker, Branch auditor etc. |
| 22 | Roles should be parameterized and access to the change in parameter will be given to selected roles |
| 23 | System should be capable to support security policy, password policy etc. as decided by the Bank to enhance access controls to the system |
| 24 | Authorized users can carry out activities through easy to use User Interface like add new pension type, create & modify rules/schemes, manage workflow, process pension with TDS, process DA Arrears, generate upload files/scrolls, map TDS Challan number etc |
| 25 | System should support single sign on and windows active directory login through Biometric (2 nd Factor Authentication) |
| | Pensioner Data |
| 26 | Appropriate validation check should be built in the system while doing data entry in the system. All migrated existing and the old in-house Pension data should be used for validation. |
| 27 | Screen for Master entry for new PPO, Pension components etc. should be customized based on the Pension type/Category/Treasury. |
| 28 | Master entry screens should be divided in various pages for details pertaining to Pensioner's profile, pension component, family pension, financial, certificates, commutation and gratuity, demographic information etc. |
| 29 | All activities from PPO registration till authorisation of various data are to be tracked and turnaround time of one PPO can be calculated. |
| 30 | In case of new pension account created into the system, File in PDF/any other format containing all master data should be generated and kept in a specified location in such a manner that in case of need, the same can be easily retrieved. |
| 31 | System should have DLC interface in built. |
| | Processing and Payment |
| 32 | The Pension disbursement authorities (banks) make pension payment to the pensioners on behalf of the Government to the retired employees of Central and State Governments, Defence, Railways, Telecom and so on. All pension payments are subject to rules and procedures prescribed by the Government(s), RBI and the concerned departments / organizations from time-to-time. The system should have Rule-based engine for pension calculation |
| 33 | System should be capable to consider all rules and regulations including LTC provision applicable for payment of pension for all types/ categories/treasury pensions including staff pension. |
| 34 | Pension calculation should be done based on rule engine for either CPPC Wise (All / Selective), Pensioner category Wise (All / Selective), CPPC Branch wise (Selective) or individual Wise |
| 35 | The system should support any frequency of processing such as weekly, fortnightly, monthly or individual processing |
| 36 | Pension processing can be carried out for various components either individually or in combination without pension component such as Normal pension, Commutation, Gratuity, Adhoc Arrear, Gratuity With-held, DA arrears etc. at various time intervals (selected frequency) for a single pensioner / pension type / category etc. |

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| 37 | Each transaction should have unique tran id |
| 38 | The system should have maker checker concept for all transactions and with double checker authorization for critical tasks. Any action in the system including updates to system data fields have maker and checker authorization. All requests for checker authorization are queued location wise i.e. DC/CPPC/Branch. |
| 39 | All unauthorised entries should be logically deleted on x days (parameterized) automatically. |
| 40 | Opening of Pension account with minimum pension amount should be parameterized (i.e. should support account opening with zero balance). |
| 41 | Activities in the system to be classified as financial/non-financial |
| 42 | Non-financial modification should be consolidated in one screen and role based rights to be given |
| 43 | There should be provision to classify and execute recovery in lump sum as well as in installments for gratuity withheld amount, excess payment, loan etc. |
| 44 | Provision for 5th Pay, 6th Pay and 7th Pay flag selection should be internally defined in order to minimise wrong selection. It should be parameterized to accommodate any future Pay Recommendations |
| 45 | The System should facilitate conversion to family pension or splitting of the pension in to more than one pension. |
| 46 | The System should be capable of monitoring the movement of PPO in the system right from the receipt of PPO from the branch till its disposal |
| 47 | System should support transfer of pension account from one branch to another branch of the bank with continuity of transactions. The system should also facilitate merger/split of the branches with transaction continuity of respective pensioners of such branches. |
| 48 | The System should be capable of suspending/releasing pension payments based on the instructions/orders received from competent authority |
| 49 | System should be capable of processing large number of pension accounts within a reasonable time. |
| 50 | The System should be capable of interfacing with Bank's core banking (CBS) in a secured manner as per Bank's requirements. Based on response from CBS, the system should keep track of successful/unsuccessful transactions. Unsuccessful transaction can be considered for immediate payment or can be included in next payment cycle. |
| 51 | The system should have options to calculate and disburse festival or special amount (Pongal, Durga Pooja and other Regional Festivals etc.) on bulk basis based on the parameters set in the system for each type of pensions. |
| | Reports |
| 52 | System should generate scrolls (paper/e-scroll) as per the format specified by respective pension sanctioning authority. |
| 53 | System should generate the monthly pension slip which can be accessed at all locations and also be capable of sending the Pension slip on registered email to all the pensioners who have opted for this functionality. |
| 54 | The System should generate various MIS Reports - Branch wise/Region wise/Zone wise/Bank as a whole. The formats of such reports will be finalised after selection of the Vendor. |
| 55 | Report option should be at the front end level at various locations. |

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| 56 | All backdated report should generate the information as on the given date irrespective of subsequent modifications. |
| 57 | Reports should savable/printable in word/excel/PDF/simple text/delimited text files etc. |
| | Customer complaints |
| 58 | Pensioner's Complaint can be captured by the system from any location (Branch/Admin Offices/CPPC etc.). |
| 59 | Tracking of complaint should be available to all users with sufficient privileges/roles. |
| 60 | MIS information to be available period-wise, category-wise, area-wise, complaint type-wise and also on resolved/unresolved status. |
| 61 | Queue should be available for pending complaints on dashboard. (O) |
| | Turnover commission |
| 62 | System should generate period-wise business information like number of pensioners, amount of pension based on various criteria like branch-wise, focal point wise, CPPC wise, pension category-wise as per the RBI guidelines. |
| 63 | The System should facilitate defining the different commission rate for each pension type/category/treasury |
| | EPPO |
| 64 | System should have ePPO INTERFACE of Defense, Railways, CPAO, Telecom, Postal, applicable states and other treasuries. |
| | AADHAR VAULT |
| 65 | System should have inbuilt AADHAR VAULT interface |
| | CERTIFICATES |
| 66 | System should have inbuilt DLC interface |
| 67 | System should have inbuilt VLC interface |
| | BHAVISHYA INTERFACE |
| 68 | System should have inbuilt BHAVISHYA interface |
| | PENSION CREDITING |
| 69 | System should have pension crediting - offline interface with bulk file. |
| 70 | System should have pension crediting - online interface with ISO-8583. |
| 71 | Interface with state treasuries for pension settlement is desirable. |
| | SUPPORT FOR OS |
| 72 | Bidder has to carryout hardening and maintenance of OS (Operating System), patch management activity and other configuration on OS & its related software, etc., (which is provided under this RFP either by Bidder or Bank) as per Bank's requirement or VAPT Observations / audit of bank / any regulatory requirement during warranty/ATS period as per Bank's requirement. |
| | SUPPORT FOR DATA BASE |
| 73 | Bidder has to maintain data Base, patch management activity and other configuration on DB & its related software, etc., (which is provided under this RFP either by Bidder or Bank) as per Bank's requirement or VAPT Observations / audit of bank / any regulatory requirement during warranty/ATS period as per Bank's requirement. |
| | VAPT (Vulnerability Assessment & Penetration Testing) |
| 74 | Bank conducts VAPT (Vulnerability Assessment & Penetration Testing) and Information Security Audit on periodic basis. The Bidder needs to comply with |

| | |
|--|---|
| | the findings of CISO/SOC/VAPT/IS/APP/Vendor Audit observation/recommendation and industry best practices in terms of the DB/OS / applications provided under this RFP. Testing related to review of source code/certification shall be conducted/obtained. This shall continue as and when changes/upgrades, if any, have been made to the solution/product or at least once in the year. |
|--|---|

OPERATIONAL SCOPE

| | |
|----|--|
| 75 | Audit Trail – All updates to system data fields should have an audit trail. Audit trails should identify modifications to the data base at levels of data and time when the modification was made, by whom, with the pre and post data modified |
| 76 | The system should capture details of challan etc. for the tax deposited by the branches/CPPC and the system should generate TDS certificate for all eligible pensioners. The system should capture all details/information required for generation/printing of TDS certificates. |
| 77 | The system should facilitate of PPO with zero (0) basic for the purpose of making one-time payment/periodical payment (i.e., once in two years etc.) like LTC etc. |
| 78 | The system should support users of various locations such as Data Centre (DC & DR), CPPC, Branches, Bank's auditor, External auditor etc. There should be no restriction of number of users in the system. |
| 79 | The system should support TDS U/s 192, 194(p) and NO PAN basis. |
| | TDS |
| 80 | Pension processing and TDS should be seamlessly integrated. |
| 81 | TDS recovery should be made as per regulatory guidelines and must include TDS U/s 192, 194(p) and NOPAN basis. |
| 82 | System should be capable of calculation of TDS based on the unique pensioner ID as per extant/prevalent Income-Tax guidelines. The tax should be re-calculated on every payment cycle. Deduction of tax should be parameterised in the system as to amount of tax to be recovered (in % or absolute terms) separately for each pension type/category/Treasury, no. of months for recovery etc. |
| 83 | TDS projection is to be done on each monthly pension payment or any type of payment. |
| 84 | TDS should be calculated and deducted proportionately from pensions and arrears. There should be provision for non-deduction of TDS from selected pension accounts based on the status of pensioners i.e. submission of 15H/G form etc. |
| 85 | The System should facilitate updation of Investment details submitted by pensioner at all levels (Branch/CPPC). Such details when authorised, should be considered by the System for TDS calculation. Otherwise, should be displayed in queue for authorisation. |
| 86 | Provision to capture details for TDS challan like Number, Date, Amount etc at respective locations. |
| 87 | System should be capable of generating Pension/TDS certificate as per Income Tax rules. The same should be accessible to all user level /locations |
| 88 | The system should support sending of the TDS certificates / Monthly Pension Slips on registered email to all the pensioners who have opted for this functionality. |

7. BROAD SCOPE OF END TO END WEB BASED PENSION PAYMENT SOLUTION:-

- 7.1 The proposed solution must comply with Reserve Bank of India (RBI)/ Govt. of India (GoI) guidelines on Digital platform.
- 7.2 To ensure capture of full Customer Due Diligence Information (Customer profile), full KYC Compliances while on-boarding, real time sanction, adverse media & PEP screening of customers.
- 7.3 The software should be capable of fetching Customer data from issuer websites, PAN card details from NSDL Site & Aadhaar Details from UIDAI Site and validate the same with the data available in Photographed documents.
- 7.4 The solution should be capable of reading/ recognizing Customer data available in the Original PAN card & Original OVDs photographed with the help of Optical Character Recognition (OCR) software and input the data in the respective fields in the digital file format to avoid manual data entry.
- 7.5 The solution should be capable of identifying de duplication of Customers with the existing data base of the bank by suitable integration with the CBS.
- 7.6 The solution must be capable of Face authentication/ Face Matching features between the live pensioners in live photograph & the photograph present in PAN/ in the OVDs .In any case, the Bank official should be able to capture his/ her manual judgment of face matching in the system Matching matrix also should be pro
- 7.7 The solution must be capable of providing comprehensive tracking Dashboards.
- 7.8 The solution should be integrated with Bank's customized back office to push/pull to Bank's own Infrastructure through API integration.
- 7.9 Security logging: Security events, audit trails and logs for administrators and user activity should be enabled to monitor and detect suspicious activity.
- 7.10 Application Security: Service provider at times to provide scalability, maintain and support IT software and subsequent updates, upgrades and bug fixes such that the software is and remains secure from vulnerabilities.
- 7.11 Successful bidder will provide the training to Bank official on Train the Trainer model for all proposed features and functionalities as per Banks decisions.
- 7.12 The solution provider should provide Training manuals, screenshots for Bank.
- 7.13 Bank's environment should not be shared with other clients.
- 7.14 The Solution should have facility for submission of digital Life certificate by pensioners.
- 7.15 The Solution should have proper Business Continuity Plan. As part of BCP, the solution should have Data Center & Disaster Recovery Center in different seismic zone and both should be hosted in India, as per Bank requirement.
- 7.16 MIS Reports need to be customized as per Bank's requirement for number of accounts opened under different channels, time taken to open account, Error report, rejection/redone reports and any other reports specified by the Bank.
- 7.17 The solution should be able to integrate with Bank's Security Operation Centre for monitoring purpose.

- 7.18 Solution should be able to detect if the services are being used using VPN. System should be able to handle all type of Life Certificate solution, i.e. Door Step banking, Life Certificate through Video KYC etc.
- 7.19 IP White-listing: The service provider must have the capability of IP white-listing to restrict platform access from a limited number of known locations / IP addresses both for accessing the service as well as for accessing Platform administrative consoles.
- 7.20 The solution architecture should allow to quickly scale-up in case volume surges up. Any limitation to future scalability should be mentioned in the response.
- 7.21 The data should be stored in encrypted form with Bank's encryption key.
- 7.22 Solution should have capability to fraud check. Solution should be able to identify if any suspicious browser plug-in is working on client side.
- 7.23 The solution provider should handle all the aspects related to up keep of the platform and should provide required offsite support 24/7 / onsite support from 10 AM to 7 PM.
- 7.24 The solution must be capable of providing tracking on dashboards & Reports on the initiated Digital platform.
- 7.25 Workflow should be customizable as per Bank's requirements
- 7.26 The solution should support system level monitoring/alerting/auditing/logging.
- 7.27 The Solution should have the capability for authentication of mobile number and email id of the customer.

8. IT support and scope.

- 8.1 The offered solution should be compatible with on-premise / Bank's VM Environment.
- 8.2 The solution would be implemented at Bank's Primary Site (Mumbai) and DR site (Hyderabad).
- 8.3 The application should be sized for Active-Active cluster at DC & Active-Active cluster at DR. The proposed solution should also provide for DC – DR replication so that in case of any unforeseen events, the switch over to DR can take place and the application can work seamlessly as before without any data loss. All system components (Hardware/Software) should be sized in such a manner that the maximum utilization for the current level of Users is 70%. Bidder shall maintain the 70% level during the period of contract.
- 8.4 System should support single sign on and windows active directory with biometric as 2nd factor authentication.
- 8.5 Solution should be capable to consume Life certificate or any such integration through all type of solutions i.e. Online, Door step, Video KYC, any other portal approved / authorized by Government or Regulatory Authorities time to time etc.
- 8.6 Vendor has to support for OS and DB along with the application during the entire contract period of 5 years.
- 8.7 System should have capabilities to integrate with CBS, Biometric, Aadhaar Vault, FTM / CP4I, eTDS, different treasuries and external websites of Government / regulatory authorities like Bhavishya, Sparsh etc.

- 8.8 As part of implementation all data migration of all existing / historical data, backup, tables (as and when required) from the existing systems including the old in-house Pension data will be done by the vendor with no extra cost to Bank. The successful Bidder has to perform migration of existing Database used for GBM to that of NEW environment.
- 8.9 Availability of web services / API for providing pensioners information / data through Bank's own sites i.e. Bank's website, Internet banking site and any integration requirement with Government / regulatory authorities like Bhavishya, Sparsh, etc. during the contract period with no extra cost to Bank. Some of the integrations listed below but not exhaustive are :-
1. Pension slip
 2. Form 16
 3. Life Certificate Status
 4. Due Drawn statement of arrears
 5. Uploading of death certificate of pensioner/Family pensioner
 6. Uploading of form 12
 7. Change of branch etc.
- 8.10 Bidders should provide comprehensive onsite support during the contract period of 5 years with back to back support arrangements with respective OEMs and with response time of 15 minutes and resolution time of 2 hours.
- 8.11 Bidder also needs to ensure onsite support for the period of deployment and handover to Bank after necessary training and knowledge transfer to onsite support resources and Bank officials.
- 8.12 Necessary proof for the tie-up arrangements with the OEMs to be provided to Bank.
- 8.13 The bidder has to implement the setup and solution at both DC and DR sites as per the Bank's requirement.
- 8.14 The bidder has to ensure on-site support for resolving, Pension related issues, including re-installation of required software for the proposed solution, during warranty and ATS (Annual Technical Support) period (or such other extended period as per the contract terms).
- 8.15 Bidder should upgrade the pension solution and other related software version whenever new version will be released or any changes notified by the Regulatory Authority without any cost to the Bank during the contract period including ATS etc.
- 8.16 All the parts of items delivered for the proposed solution as per specification mentioned in this RFP should be covered under comprehensive warranty/ATS except consumables. If there is any gap between Bank's requirement and OEM during implementation of Project/Warranty/ATS then it will be the responsibility of bidder to fill up the gap on time without any extra cost to Bank.
- 8.17 **SUPPORT FOR Operating System (OS) :-** Bidder has to carryout hardening of OS (Operating System), patch management activity and other configuration on OS & its related software, etc., (which is provided under this RFP either by Bidder or Bank) as per Bank's requirement or VAPT Observations / audit of bank / any regulatory requirement during warranty/ATS period as per Bank's requirement.
- 8.18 **SUPPORT FOR Data Base (DB):-** Bidder has to maintain Data Base, patch management activity and other configuration on DB & its related software, etc., (which is provided under this RFP either by Bidder or Bank) as per Bank's

requirement or VAPT Observations / audit of bank / any regulatory requirement during warranty/ATS period as per Bank's requirement.

- 8.19 Bank conducts VAPT (Vulnerability Assessment & Penetration Testing) and Information Security Audit on periodic basis. The Bidder needs to comply with the findings of CISO/SOC/VAPT/IS/Vendor Audit observation/ recommendation and industry best practices in terms of the DB/OS / applications provided under this RFP. Testing related to review of source code/certification shall be conducted/obtained. This shall continue as and when changes/upgrades, if any, have been made to the solution/product or at least once in the year.
- 8.20 Bidder has to guarantee minimum uptime of more than 98.5% and should be ready to execute service level agreement for the same.
- 8.21 The Bidder will pass on to the bank, the benefit of discounts if any announced during any period in respect of orders placed during that period.
- 8.22 The major responsibility of the bidder is supplying, installing/ re-installing and maintenance of pension related solution along with its related other software at Bank's Primary site (Mumbai) and Disaster Recovery Site (Hyderabad). The scope covers end to end installation of whole setup and making them operational, imparting training on the same to Bank officials by OEMs.
- 8.23 Technical and functional documentation of the entire project should be submitted to Bank in Printed Book Format as well as Soft copy also (DVD etc.)
- 8.24 Bidder has to arrange for providing training by OEMs to the bank officials for day to day maintenance of proposed solution. Training may be held at Bank's premises for two batches covering 25 participants in each batch without any cost to Bank.
- 8.25 The bidder shall provide perpetual/subscription licenses for all software components proposed in the solution and should be in name of Bank. The software licenses proposed for pension payment related components should be independent of hardware and should not be tied down to the hardware it is installed on. The Bank should be able to reuse or port the software licenses on any new hardware in future.
- 8.26 The proposed solution must include all the software, services and other components necessary to meet the given requirements and to carry out the necessary activities as described in this section. Activities must cover whatever is necessary to build the solution, deliver, train, and support Bank personnel for the period of the contract.
- 8.27 Periodic reporting as per the requirements stipulated in this document, as well as Bank policies and guidelines issued from time to time are included in the scope.
- 8.28 Web-based dashboards with continuous real-time / near real-time status updates as well as relevant statistics in the bank's required form and other reporting requirements are also included in the scope. Issue Management responsibilities include establishment of a web-based collaborative issue management tool wherein all the issues raised and discovered during the course of the project are recorded, tracked and managed effectively.
- 8.29 The proposed solution must be under single point of contact from OEM comprising of software, backup solution etc.
- 8.30 The bidder shall propose support & subscription services from the OEM with unlimited number of onsite support requests, access to product updates/upgrades and 24x7 supports for Severity Level-1 issues.
- 8.31 The bidder shall propose Plan & Design/Architecture services from the OEM. The

OEM shall conduct a health-check of the deployed solution and submit a report indicating compliance to reference architecture and best practices.

- 8.32 Detailed process documentation, SOP's and management of solution should be created and submitted before project signoff.
- 8.33 The bidder shall provide L2 THREE (3) onsite resource from ...10.00... AM to 7 PM . for the Pension Payment solution. The support engineer should preferably have degree of B.E/B.Tech/MCA (IT/Computer Science) and with minimum 2 year experience on the same solution provided to Bank.
- 8.34 The onsite resource will manage and monitor the pension related solution for day to day activity. The solution should archive the data on HDD/ Peripherals and retrieve from the above for the purpose of processing. Daily backup of the proposed solution and restoration of the same as per Bank's policy is also the responsibility of L2 resource.
- 8.35 The bidder should provide ATS for the OS, Database and other related software deployed on the hardware / VM provided by Bank for the proposed solution.
- 8.36 The onsite resource will log the call with OEMs if the problem resolution is beyond his capacity.
- 8.37 The successful bidder has to provide the educational as well as background verification and experience certificate of the onsite resources to Bank. Appointment of onsite resource should be based on approval from Bank after interviewing resources before deploying at Bank's site.
- 8.38 The successful bidder should carry out any modifications changes / upgrades to the application and other software that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the contract/ agreement, and the Bank shall not pay any additional cost for the same.
- 8.39 The Hardware components to run the above solution should be on "High Availability" (HA) at DC and DR, as elaborately described elsewhere in the RFP document.
- 8.40 Bidder must have escrow agreement with bank (Central Bank of India) as one of the party for all Bespoke Development & customized codes including sub-contractor/partner-owned materials and other Third Party Material incorporated in Bidder's Proprietary Material
- 8.41 In case of setting-up of additional CPPC as per Regulatory guidelines / Bank's requirement, if any, the Bidder has to provide extra resource support as per the agreed resource cost in this RFP) for placement at the particular new CPPC location.

9. Infrastructure

9.1 Hardware & Network

General assumptions for HW SIZING:

- ✓ Present Pension A/Cs – 4 Lakhs
- ✓ Projected Pension A/Cs in next 5 years' time – 6 lakhs
- ✓ Transactions per Branch per day- 800 nos (Oct-Dec quarter every year, daily transactions will be higher on account of Life Certificate feeding.)

Hardware infrastructure will be provided by Bank and the application will be implemented in Bank's VM. The details of Hardware / Infrastructure sizing is mentioned in Annexure – L.

The bidder must propose for the optimal size of the Hardware, Operating System, Database, Middle ware etc. keeping in view the current average and peak volume of transactions and to extrapolate the same for the full TCO period (i.e. 5 years). Proper justification for proposing the specified sizing shall be submitted by the bidder. The proposed solution should be capable of maintaining data of at least 10 years in live environment and should be accessible through the application. Thereafter the system shall provide purging & archival of data. The response time at server end shall be always less than 3 second. During the agreement period, if at any stage, it is found that the solution provided by the bidder is not able to give the requisite performance as per the sizing parameters (i.e. up time above 98.5% and response time < 3 second), Penalty clause as mentioned in RFP and SLA will be applicable.

The hardware / infrastructure proposed for the solution as part of this RFP shall not exceed 70% of CPU(s), Memory(s), and Hard disk (s) utilization levels at any given point of time during the contract (TCO) Period.

For the purpose of Infrastructure sizing, Bidder shall submit a detailed architecture document detailing the below solution environments, internal connections and their components (Bill of Materials) along with the technical bid. The Solution architecture should be built considering the information set out in this RFP, solution specific requirements and following solution environments:

- 1) UAT/Testing Environment
- 2) Production- Primary Data Centre Environment
- 3) Disaster Recovery Environment

The Bill of Materials should include the following details:

All software components of the solution will be for bank's VM based such as Application/Web App/Backup/Archival).

The bill of material must contain the information sought in Annexure - F & G:
The proposed solution shall be hosted on Bank's VM in Red Hat Linux 8 or higher / Windows Server 2016 or higher. However, the selected bidder has to complete Installation, Configuration, Customization, Up-gradation of application, migration of existing data and full back-up including the old in-house Pension data., Maintenance and Support of Pension related Solutions.

The bidder will have to configure and maintain Operating System, Database and Application Software either provided by him or Bank during the contract period.

The bidder has to submit the infrastructure requirement for the implementation of pension related Solutions to the Bank. Bank is having EULA arrangement for Oracle and having licenses for Windows 2016 and above. Accordingly, if the database proposed by the vendor is Oracle and OS is Windows 2016 and higher no cost is to be mentioned/ included in the Bid but bidder need to arrange for support of Oracle database and OS. However, the license requirement should be clearly mentioned separately in the technical offer/document. Bidder has to configure and maintain database during contract period. Oracle licenses will be provided by Bank, however implementation will be done by bidder. If the proposed database is other than Oracle, the cost (original cost as well as ATS as mentioned above) should be mentioned and will be included in TCO. Similarly bidder has to configure and maintain OS during contract period. Licenses will be provided by Bank, however implementation will be done by bidder. If the proposed OS is other than Windows, the cost (original cost as well as ATS as mentioned above) should be mentioned and will be included in TCO. The Bidder should comply with regulatory guidelines specified by RBI / Government of India / State Governments or any statutory Body for the proposed solution from time to time.

Bank conducts VAPT (Vulnerability Assessment & Penetration Testing) and Information Security Audit on periodic basis. The Bidder needs to comply with the findings of CISO/SOC/VAPT/IS/Vendor Audit observation/ recommendation and industry best practices in terms of the DB/OS / applications provided under this RFP. Testing related to review of source code/certification shall be conducted / obtained. This shall continue as and when changes/upgrades, if any, have been made to the solution/product or at least once in the year.

SUPPORT FOR Operating System (OS) :- Bidder has to carryout hardening of OS (Operating System), patch management activity and other configuration on OS & its related software, etc., (which is provided under this RFP either by Bidder or Bank) as per Bank's requirement or VAPT Observations / audit of bank / any regulatory requirement during warranty/ATS period as per Bank's requirement.

SUPPORT FOR Data Base (DB):- Bidder has to maintain Date Base, patch management activity and other configuration on DB & its related software, etc., (which is provided under this RFP either by Bidder or Bank) as per Bank's requirement or VAPT Observations / audit of bank / any regulatory requirement during warranty/ATS period as per Bank's requirement.

The Bidder must ensure that the proposed products / services are compliant to all such applicable existing regulatory guidelines of GOI / RBI and adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008), Payment and Settlement Systems Act 2007, **Reserve Bank of India directions on outsourcing of Information Technology Services 2023** and any amendments thereof as applicable. The Bidder must submit a self-declaration to this effect.”

The Successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under the Digital Personal Data Protection Act, 2023 Copyrights Act, 1957 or IT Act 2008 or any Act in force at that time in respect of all the hardware, software and network equipment or other systems supplied by bidder to the Bank from any source.

Accordingly, eligible vendors are invited to provide their solution by participating in the RFP process. The solution is expected to be complete with perpetual / enterprise level product licenses, related Software, and Services for a period of 5 years. (TCO is for five Years)

9.2. System Availability

System availability is defined as $\{(Scheduled\ operation\ time - system\ downtime) / (scheduled\ operation\ time)\} * 100\ %$, where:

- Performance for availability service level default would be measured on monthly basis.
- “Scheduled operation time” means the scheduled operating hours of the system for the year. All planned downtime would be deducted from the total operation time for the year to give the scheduled operation time.
- “System downtime” subject to the SLA mentioned in this RFP, means accumulated time during which the system is totally in-operable due to in-scope system or infrastructure failure, and measured from the time Bank and / or its customers log a call with Bidder’s help desk of the failure or the failure is known to Bidder from the availability measurement tools to the time when the system is returned to proper operation.
- Bank has critical and key infrastructure of DC and DRC to be monitored on a 24*7 basis.
- Uptime will be for each individual server.
- Response may be telephonic / mail or onsite depending on the criticality and resolution of issues will be as per SLA and RFP clause.
- If any one or more of the proposed components at DC and DRC are down resulting in non-availability of Application, then downtime will be calculated as mentioned in the below section.

9.3. Issue Criticality Classification

The classification strategy has been envisaged to prioritize problem resolution based on Bank’s priorities rather than in an ad-hoc manner. Classification framework will help Bank and the Bidder to develop a shared understanding of the issue at hand, as

well as the anticipated response and resolution timelines.

In order to improve the accuracy of the classification of an issue, application specific performance thresholds have been defined based on two characteristics, as mentioned below:

Impact: Number of users getting affected by the issue

Availability: Uptime of the system, both, in absolute terms as well as percentage terms

| Criticality Level | IT Infrastructure grouping | Response Time | Resolution Time |
|-------------------|---|---------------|-----------------|
| Critical | ➤ Web Based Pension Payment Application at DC/DR | 15 Minutes | 2 Hours |
| Non-critical | ➤ Web Based Pension Payment Application at DC/DR ➤ Any Component that is not part of the Critical Category component | 1 Hour | 6 Hours |

- The Bidder shall resolve the issue/problem within 2 & 6 hours from the time of reporting based on the criticality level as mentioned above, if any at DC, DRC and other locations of Bank which are part of this RFP. Bidder shall ensure resolution of the issues and making application live within 2 & 6 hours from the time of issue reporting based on criticality level, without any cost to Bank. **Failing to resolution of the issues in stipulated time window of 2 or 6 hours, respectively Rs.20,000/- and Rs.5,000/- per day or part thereof will be levied as a penalty subject to maximum to a sum equivalent to 1% of the product cost of the respective product.** Bidder shall provide 24x7x365 service support by deputing their engineer, as and when required. However, in such a scenario, SLA shall be applicable as mentioned in this document.
- For three (3) downtime occurrences within a stipulated time window of a calendar month, a sum equivalent to 1% of the **Total Cost of Ownership (TCO) would be levied as a penalty.** This would be over and above the monthly service level default penalty.

9.4. Guarantees on System Up-Time:

The combined Up-time of the application /software maintained by the bidder related to Pension system shall provide continuous and guaranteed level of service and functionality as defined in the document (except the down-time due to Bank's network and UPS failure) .The bidder undertakes and guarantees a system Up-Time of 98.5% during the period of warranty and AMC/ATS with the Bank is in force. The bidder is liable for a penalty of Rs.1,00,000/- (Rupees One lakh only) on monthly basis when system availability falls below the expected availability of 98.5% apart from replacement of the respective software at bidder's own cost for ensuring system availability. Such penalty shall be adjusted as maintenance credit against the AMC payable by the Bank to the bidder.

Uptime will be calculated as per below formulae:
$$\text{Uptime (\%)} = \left(\frac{\text{Sum of total hours during month} - \text{Sum of downtime hours during month excluding planned downtime}}{\text{Sum of total hours during month}} \right) \times 100.$$

The Uptime will be calculated on 8 AM to 8 PM (excluding Sundays and National holidays but included during DR Drill).

9.5 Penalty Clause:

i) **Implementation: -**

The Web Based Pension Processing Solution must be implemented and made live as per the time schedule mentioned in the RFP. Failure to meet these schedules will constitute a material breach of performance.

Penalty will be charged 1% of project cost per week or part thereof for delay in delivery and implementation of application / solution beyond stipulated time period mentioned in RFP from the date of acceptance of purchase order subject to a maximum cap of 10% of the project cost.

In the event of delayed beyond 10 weeks, the Bank will be forced to cancel an awarded contract related to this RFP due to the successful bidder's inability to meet the agreed delivery dates, the bank may take suitable penal actions as deemed fit.

ii) **System / Application Up-Time:-**

The bidder undertakes and guarantees a system Up-Time of 98.5% during the period of warranty and AMC/ATS with the Bank is in force. The bidder is liable for a penalty of Rs. 1,00,000/- (Rupees One lakh only) on monthly basis when system availability falls below the expected availability of 98.5% apart from replacement of the respective software at bidder's own cost for ensuring system availability. Such penalty shall be adjusted as maintenance credit against the AMC payable by the Bank to the bidder.

If the system up-time remains below 98.5 % on three consecutive calendar months, Bank will be forced to cancel the awarded contract considering the successful bidder's inability to meet the agreed delivery terms and suitable penal actions may be taken as deemed fit.

iii) **CPU and RAM utilization:-**

If the CPU / RAM / HARDDISK Utilization exceeds beyond 70% and the utilization at the specified level of the project is not resolved in a months' time, bank will levy a penalty of 1% of project cost (including related system software cost) per week or part thereof subject to a maximum cap of 10% of the total cost of the project.

iv) **Absence of Onsite Resource: -**

Bidder must provide alternate resource in case of the absence of regular onsite resource. Failure to provide the alternate resource during the absence period of regular onsite resource, penalty will be imposed proportionately towards the cost of Onsite resource.

9.6 Disaster Recovery Setup:

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

Recovery Time Objective (RTO) – Two hours

Recovery Point Objective (RPO) - 30 Minutes

Bidder is also required to conduct at least one DR drill in a quarter. The DR site must be up and running within 2 hours of any disruption / disaster at primary site. In case DR site is not operational within 2 hours of disruption/disaster at primary site penalty will be levied @ 1% at total AMC / ATS cost per hour or part thereof subject to 10% total Annual maintenance support cost for the particular year.

10. Onsite support & maintenance (Onsite Resource)

10.1 The Bidder has to provide at least three (3) onsite technical resources (Application support, Branch Support and Technical Support one each) as desired by bank for the entire project period of five years post go-live. Bank has the option to avail onsite support on same rate if needed extra onsite resources in due course of time during the contract period of five (5) years. Bank has also option to reduce the number of onsite resource if needed during contract period of five (5) years.

10.2 During the assignment substitution of resources shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet obligation. In such circumstances, vendor can do so only with the concurrence of the bank by Giving sufficient intimation / notice and by providing alternate staff of equivalent/higher competency. If bank is not satisfied with substitution, bank reserve the right to terminate the onsite contract and recover whatever payments made by the bank to the vendor during the course of the assignment besides claiming an amount, equal to onsite contract value as liquidated damages.

10.3 Bank may take additional resource/s as per discovered price through this tender process. As the TCO is for 2 onsite resources, cost of one onsite resource will be derived proportionately from the TCO of successful bidder.

10.4 The technical resources should be competent to handle/ develop/ integrate/ Implement/ Test/ Go Live with the Apps on the proposed platform within Bank's stipulated time. Onsite resources are expected to perform implementation, testing, UAT, Generation and submission of daily reports, preparation of test cases, support, monitoring, certification, implementation, reporting, coordination with banks team/s, Audit compliance, IT industry best practices/VAPT closures, vulnerability assessment , any other statutory compliance, Patch Installation, fixes, analytics, fraud risk/rule management & monitoring, day to day MIS reports, Regulatory reports, conducting DR Drill, OS support, Database support, backup/restore, online replication with zero lag and post Go-live support. These activities are illustrative and the details will be shared with successful bidder. Bank reserves the right to claim change in resource based on the performance of the resources.

- 10.5 Implementation team of the bidder should be well versed with the product features and Functionalities available in the product. All the available functionalities should be properly demonstrated to the Bank's team and configured in such a manner so as to ensure optimal utilization of all the available product features.
- 10.6 The bidder shall propose Support & Subscription services from the OEM with unlimited number of support requests, remote support, access to product updates/upgrades and 24x7 supports as per response time matrix.
- 10.7 The bidder shall propose Plan & Design/Architecture services from the OEM. The OEM shall conduct a health-check of the deployed solution and submit a report indicating compliance to reference architecture and best practices.
- 10.8 Detailed process documentation, SOP (Standard operating procedure) and management of solution should be created and submitted before project signoff.
- 10.9 Selected bidder is expected to deploy academically good, technically sound and competent personnel to ensure smooth operations at bank's site. The deputed personnel will be employed by the selected bidder on their payrolls/contracts without having any employment right with the bank. Moreover, deployed personnel will not have any right whatsoever to lodge claim of any nature directly or indirectly with the bank and it would be responsibility of selected bidder to address such issues without involving the bank. The deputed persons have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised/ disclosed/ misused/ misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank. Bidder is expected to adhere Bank's request for removal of any personnel, if bank notices any negligence/gross misconduct/violation of trade secret/disclosure of bank's data to third party and any decision of the bank in this regard would be final and binding upon selected vendor.
- 10.10 Bidder has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign "Non-Disclosure Agreement" document provided in Annexure _J
- 10.11 Annexure – J The Bidder also has to agree and submit an undertaking that during the subsistence of this agreement it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provision of Minimum Wages Act 1948.
- 10.12 Resources should be available at bank's site from 10:00AM to 7:00 PM on all bank working days. However, in case of business requirements, vendor may be asked to depute the resources beyond the above stipulated time. The timing may be changed at bank's discretion. However, during the implementation phase, testing, planned activity and emergency period, resources may have to work 24x7 depending upon the Bank requirement.
- 10.13 Payment will be released on quarterly basis within in 30 days after completion of the each quarter against invoice raised and after verification with attendance register maintained in Bank.

10.14 The vendor shall do proactive monitoring and do capacity planning at regular intervals and advise the Bank on Hardware /Software upgrades. However, there should not be any additional cost to the Bank for any software upgrade or Hardware upgrade/ addressing of VAPT observations during the contract period as the Bank may use existing IT infrastructure or procure separately the required infrastructure based on the sizing proposed by the vendor. The vendor is supposed to provide as part of the technical solution the complete IT infrastructure details like Server, Load Balancer, Operating System, Database, Storage Capacity and other related requirements. In the event the sizing proposed by the Vendor does not meet the performance / service levels of the Bank the Vendor will at their cost carry out the necessary upgrades / replacements. The Bank has the right to deduct / recover from the vendor the required additional expenses which Bank may incur on account of such upgrades / replacements.

10.15 **Insurance:**

Vendor will get an Insurance cover on his own cost for all risks for the entire Software/Data/other allied components if any installed for the solution for the period up to installation and acceptance. Vendor has to submit a copy of the bills, insurance cover as proof that he has insured all the software/Data and other related items which are directly or indirectly part of the Digital Vault/Aadhaar Vault implementation. 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 for the damages 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 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 (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 110% 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.

10. 16 Change Management:-

Post implementation, rate of any change request in terms of man days to be specified clearly, cost of 50 such man days will be part of offered TCO. Please note that Bank is using FPA method to determine number of man days required for requested change in the system.

11. TRAINING

Training has to be provided to users of the bank in various centers. Further System Administration training has to be provided to Central Office team of the Bank. The Bidder will be responsible for training the Bank's employees in the areas of implementation, Integration, migration of existing data including the old in-house Pension data., operations, management, error handling, system administration, etc. Training will be conducted at identified location. The training should at least cover the following areas:

- a. Functionality available in the solution
- b. New functionality customized (if any)
- c. Integration
- d. Data Migration (data mapping, field validation, default values, gaps in data migration, manual data entry programs etc.)
- e. Impact Analysis
- f. Generating various MIS/EIS reports from the solution provided
- g. System and Application administration
- h. Log analysis and monitoring

Bidder has to arrange such training twice in each year during the contract period without any Additional cost to the Bank and number of trainees will be decided by the Bank.

All the trainings would be held at the Bank premises from time to time and the Bidder has to organize the trainer/s.

The Bidder will be expected to deliver to the Bank one (1) physical copy and one (1) electronic copy of documentation for each of the deliverables and online context-sensitive help module included in the software to enable the Bank's personnel to use and understand the operations of the deliverables. The Bank may make additional copies of the Bank specific documentation for their internal use.

12. TERMS OF EXECUTION OF WORK

The Bidder is required to deliver the milestones as per the following schedule: The date starts from the date of Service Level Agreement / acceptance of Purchase Order.

| Sr. No. | Milestone | Timeline (from the date of acceptance of PO) |
|---------|--|--|
| 1 | Delivery of Software and Licenses. | 2 Weeks |
| 2 | Service Requirements Specification (SRS) finalization (Hardware and Software) of complete project | 4 Weeks |
| 3 | Implementation, Customization & Migration of Pension Payment related Solutions along with in-house Pension data. | 8 Weeks |
| 4 | System availability in UAT | 10 Weeks |
| 5 | UAT Sign off | 12 Weeks |
| 6 | Pilot Run and DR Setup for Pension related Solution | 13 Weeks |
| 7 | Go-live | 14 Weeks |

| S.No | Milestone | Timeline in Weeks (from the date of acceptance of PO) | | | | | | | | | | | | | |
|------|---|---|---|---|---|---|---|---|---|---|----|----|----|----|----|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 1 | Delivery of Software and Licenses. | ■ | ■ | | | | | | | | | | | | |
| 2 | Service Requirements Specification (SRS) finalization (Hardware and Software) of complete project | ■ | ■ | ■ | ■ | | | | | | | | | | |
| 3 | Implementation, Customization & Migration of Pension Payment related Solutions along with in-house Pension data | | | ■ | ■ | ■ | ■ | ■ | ■ | | | | | | |
| 4 | System availability in UAT | | | | | | | ■ | ■ | ■ | ■ | | | | |
| 5 | UAT Sign off | | | | | | | | | | | ■ | ■ | | |
| 6 | Pilot Run and DR Setup for Pension related Solution | | | | | | | | | | | | | ■ | |
| 7 | Go-live | | | | | | | | | | | | | | ■ |

13. PRICE VALIDITY

Prices payable to the successful bidder as stated in the Contract shall be firm and not subject to any changes under any circumstances during the contract period of five years.
(Period starts from the date of final go-live).

14. COST OF BIDDING

The Bidder shall bear all the costs associated with the preparation and submission of its bid and the bank, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

15. LANGUAGE OF BID

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

16. INSTRUCTIONS FOR BID SUBMISSION

- a. **Cost of RFP:**
RFP document can be purchased against payment of Rs.5000/- (non-refundable) in the form of a demand draft /NEFT favoring Central Bank of India payable at Mumbai. The tender fee In case of bidders registered with the National Small Industries Corporation (NSIC)/MSME, they are eligible for waiver of R F P document cost. However, they need to provide valid MSME/NSIC Certificate clearly mentioning that they are registered with NSIC/MSME under single point registration scheme. In addition, bidder has to submit [Annexure Q](#) in physical form (Hard copy) duly signed by Chartered Accountant before last date and time of submission of bid.
RFP document can also be downloaded from the Bank's website www.Centralbankofindia.co.in or from E-procurement site <https://centralbank.abcprocure.com/EPROC>
- b. In the event of non-payment of the fee of Rs.5000/- towards the RFP form, the offer will be rejected.
- c. All costs and expenses (whether in terms of time or material or money) incurred by the Recipient/Bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Bidder.
- d. **Bid Security / Earnest Money**
Bidders are required to submit declaration as per [Annexure V](#) that if bids are modified or Withdrawn during the period of bid validity bidders will be suspended from future tenders of the Bank.

In accordance with Government of India guidelines, Micro and Small Enterprises

& Startup enterprises are eligible to get tender documents free of cost upon submission of valid MSME / Startup certificate copy.

e. Performance Bank Guarantee

The successful bidder shall provide a Performance Bank Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure M, for 10 % of TCO for the entire period of the contract i.e. for 5 years, with a claim period of 12 months and such other extended period as the Bank may decide for due performance of the project obligations. The PBG should be of that of scheduled commercial Bank, other than Central Bank of India. In the event of non-performance of obligation or failure to meet terms of this tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the successful bidder. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract. If the Performance bank guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the successful bidder, will be forfeited.

f. Period of Validity of Bids

Bids should remain valid for the period of at least 180 days from the last date for submission of bid prescribed by the Bank. In case the last date of submission of bids is extended, the Bidder shall ensure that validity of bid is reckoned from modified date for submission. Further extension of the validity of the bid will be decided by the bank in case of need. The price quoted in Final Commercial Offer will be valid for at least 180 days from the date of offer/commercial bid opening.

g. Amendment of Bidding Documents

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

h. Authorization to Bid

The proposal/ bid being submitted would be binding on the Bidder. As such, it is necessary that authorized personnel of the firm or organization sign the bid documents. The designated personnel should be authorized by a senior official of the organization having authority.

i. All pages of the bid shall be initialed by the person or persons signing the bid before uploading in the e-procurement site.

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

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

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

m. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a bid commitment. The letter should also

- indicate the complete name and designation of the designated personnel.
- n. Two-part Bid
 - o. The Bid should be submitted online at the e-Procurement site : <https://centralbank.abcprocure.com/EPROC> by the Bidder. It should comprise the Following components:
 - p. Any bid document not conforming to any one of the above terms will be rejected.
 - q. Bidders, who have not paid Cost of RFP & not submitted Integrity pact in physical Form will not be considered/ permitted to participate in the bid.
 - r. In the first stage, cost of RFP document and Integrity Pact (IP) (Annexure-N) signed by authorized signatory submitted by bidder will be reviewed and if these are as per prescribed format/RFP document then only TECHNICAL BID will be opened online and evaluated. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document only shall be short-listed for commercial evaluation.
 - s. In the second stage, the COMMERCIAL BID of only those bidders, whose technical bids are qualified & scored minimum required marks and shortlisted and will be opened.
 - t. For detailed methodology of bid evaluation, please refer to Para 18, Evaluation Methodology for selection of eligible Bidders, of this RFP document.

17. **TECHNICAL BID**

- a. The Technical Bid – Part I should be complete in all respects and contain all information asked for in this document. It should not contain any price information.
- b. The Technical Bid - Part I must be submitted both online and offline. The following documents are to be submitted in original at **Central Bank of India, Centralized Pension Processing Centre, 2nd Floor, Mumbai Main Office, Fort, Mumbai 400001** to the Bank as well as online mode on or before last date & time of bid submission.
- c. RFP Cost of Rs.5000/- (Rupees Five Thousand Only) in the form of a demand draft/ NEFT favoring Central Bank of India, payable at Mumbai is submitted to the Bank.
- d. Bid security/ earnest Money of Rs.15, 00,000/- (Rupees Fifteen Lakh only) favoring Central Bank of India, payable at Mumbai is submitted to the Bank.
- e. Integrity Pact (IP) as provided in Annexure N is to be submitted physically. It should be on stamped paper duly signed by authorized signatories of the company/Firm/Organization
- f. In case of bidders registered with NSIC/ MSME, who are eligible for waiver of RFP Cost, they need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with NSIC/MSME under single point registration scheme. In addition, bidder has to submit Annexure Q duly signed by Chartered Accountant.
- g. Non submission of above documents i.e. Integrity Pact and RFP Cost at the time of bid submission will be liable for rejection of bid.
- h. Bidders are expected to examine all terms and instructions included in the documents. Failure to provide all requested information will be at bidder's own risk and may result in the rejection of the bid.

- i. The following documents are to be submitted online at the e-procurement site :
<https://centralbank.abcprocure.com/EPROC>:
- j. For detailed methodology of bid evaluation, please refer to Para 18, Evaluation methodology for selection of eligible Bidders, of this RFP document
- [Annexure A – Letter of Acceptance](#)
 - [Annexure B – Bidder’s Profile Format](#)
 - [Annexure C – Eligibility Criteria](#)
 - [Annexure D - Compliance to RFP Terms & Conditions](#)
 - [Annexure E – Technical & Functional Specifications](#)
 - [Annexure F – Un-priced Commercial Bid](#)
 - [Annexure G- Commercial Bid](#)
 - [Annexure H - Declaration for Compliance](#)
 - [Annexure I – Undertaking by Bidder](#)
 - [Annexure J – Confidentiality / Non Disclosure Agreement](#)
 - [Annexure K – Reference Site Details](#)
 - [Annexure L – Details of Hardware & Operating System Requirement](#)
 - [Annexure M – Format for performance Bank Guarantee](#)
 - [Annexure N – Pre Contract Integrity Pact](#)
 - [Annexure O – Bid Query Format](#)
 - [Annexure P – Know Your Employee \(KYE\) Clause](#)
 - [Annexure Q – Certificate for confirmation of MSME/NSIC Firms](#)
 - [Annexure R – Certificate of Local Content for Make in India \(MII\)](#)
 - [Annexure S - Restriction on Procurement due to National Security](#)
 - [Annexure T – Scoring Methodology](#)
 - [Annexure U - Business Rules for Reverse Auction](#)
 - [Annexure U \(A\) - Compliance Statement – Reverse Auction](#)
 - [Annexure U \(B\) - Letter of Authority for Participation in Reverse Auction](#)
 - [Annexure U \(C\) - Undertaking of Process Compliance Statement for RA](#)
 - [Annexure V – Bid Security Declaration](#)
 - [Annexure W - Undertaking of Information Security.](#)

The Bid should be signed by the authorized signatory of the bidder. A power of attorney to that effect shall be submitted by the bidders and should be uploaded online on portal along with technical bid. Photocopies of relevant documents / certificates as proof in support of various information submitted online in aforesaid annexure and other claims made by the bidder.

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

Detailed Architecture of the proposed solution with various features / functions of the system / sub-system including fail-over methodology / strategy at both Primary & DR Site **to be submitted along with the Technical Bid.**”

Documents & brochures pertaining to product that will be deployed in proposed

solution including testing plan, road map, workflow & procedures etc. Signed & Sealed copy of all the pages of RFP and corrigendum if any, to be submitted online along with the technical bid.

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

The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.

The Bank reserves the right to disqualify the bidder/(s) if bidder/(s) have not completed any project successfully in Central Bank of India in stipulated time i.e. supply, Installation, Implementation, migration of existing data, up gradation, support etc.

The Bank reserves the right to modify any terms, conditions or specifications of RFP before date of submission of bids. Bidder has to submit bid documents as per the changes/modifications while submitting the bid. Notification of amendments/corrigendum will be made available on the Bank's website (www.Centralbankofindia.co.in). and e-procurement site Mode: Online URL: <https://centralbank.abcpurchase.com/EPROC> and will be binding on all bidders and no separate communication will be issued.

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

No post bid clarification of the bidder shall be entertained.

18. **COMMERCIAL OFFER**

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

- The Indicative Commercial Bid – Part II should be submitted online at the e-Procurement site as per [Annexure G](#) by way of entering the values in the format provided at the site. This must contain all prices in Indian rupees (INR), the prices quoted should be inclusive all but excluding GST.
- The vendors should not offer any options or any conditional offers to the Bank while giving the price information. The offer should strictly be in conformity with the items as specified by the Bank. Any deviations may lead to disqualification of the bid.
- **The** commercial bids submitted by the technically qualified bidders will be evaluated further applying Reverse Auction procedure. Please refer to Reverse Auction terms and conditions and the procedure thereof as per clause 17.1.4 given below. The bidders are also requested to go through Business Rules for Reverse Auction as per Annexure "U", "U (A)", "U (B)" and "U (C)".

- **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 sign the Bid. The designated personnel should be authorized by the organization. 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 self-certified photo 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:

In case there is variation between numbers and words; the value mentioned in words would be considered. The Bidder needs to provide unit costs for all components and services; unit rates would be considered for the TCO in case of any discrepancy in the totaling, modifications, addition, correction, etc.

In the event the Bidder has not quoted or has omitted any mandatory product or service required for the Solution, it shall be deemed that the Bidder shall provide the product or service at no additional cost to the Bank. For the detailed guidelines for reverse auction please refer Annexure U Guidelines, Terms & Conditions and Process Flow for Reverse Auction

In case of e Reverse Auction, in the tender, if the bidder quoting higher price (higher by more than 20%) as compared to the average price quoted (average of all technically qualified bidders) for all items in aggregate, the same bidder may not be called for reverse auction process. Due to such price variations, bidders are not eligible to be called for Reverse Auction and only one bidder is left commercially eligible, in such case, the work/contract may be awarded to the L1 bidder.

Bidder categorized as L1 in reverse auction would be the Successful Bidder and no negotiation will be carried out further with L1 Bidder. If Reverse auction not conducted due to any reason, Bank will carry out negotiation with the available L1 bidder

b. RFP Clarifications

Queries / clarifications will not be entertained over the phone. All queries and clarifications must be sought by e-mail to "agmcppc@centralbank.co.in" with subject "RFP for Selection of Vendor for Supply, Implementation and Maintenance of Pension Payment Solution as per Annexure O."

The Bidder is requested to collate and submit queries together to seek clarifications / Responses from Bank. The Bidder should ensure that all the queries and clarifications are communicated in email on or before the date given in the schedule

of events of this RFP document. Bidders are requested to visit Bank's website for clarifications and other communications.

Any modification of the RFP, which may become necessary as a result of the queries, shall be made available by the Bank exclusively through the issue of an Addendum/Corrigendum on Bank's website www.centralbankofindia.co.in, and e-procurement site : <https://centralbank.abcpurchase.com/EPROC>

c. Other Terms and Conditions of RFP

- Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- By submitting a proposal, the successful bidder agrees to promptly contract with the Bank for the work awarded to the successful bidder. Failure on the part of the awarded bidder to execute a valid contract with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.

All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the bidder. The Bank shall not be responsible for any judgments made by the bidder with respect to any aspect of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.

No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any

reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar credentials of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to bidder.

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

The price payable to the Bidder shall be inclusive of carrying out any modifications changes / upgrades to the application and other software that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the contract/ agreement, and the Bank shall not pay any additional cost for the same. The Bidder needs to provide with the details about all such items considered in the RFP.

Technical Bid Evaluation

As a part of the evaluation process, Bank will carry out the exercise of substantial responsiveness of each bid to the bidding document. Substantial Responsiveness means that the bid conforms to all the terms and conditions of bidding document without material deviation.

- Bids which do not fulfill the eligibility criteria / conditions relating to Bidders credentials, experience etc. as evidenced through the technical bid documents will be rejected by the Bank.
- The Bank may, at its discretion, waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation and financial impact, provided such waiver does not prejudice or affect the relative ranking of any bidder. Wherever necessary, observations on such ‘minor’ issues (as mentioned above) may be conveyed to the bidder, asking them to respond by a specified date also mentioning therein that, if the bidder does not respond by the specified date, their bid will be liable to be rejected.
- On the basis of technical evaluation, the Bank shall take a decision for short listing of the bidders for Commercial Evaluation. If the technical evaluation is not found to be satisfactory, further evaluation will not be done. No separate information will be sent to the disqualified bidders. Any decision of the Bank in this regard shall be final, conclusive and binding on the bidder.
- The bidder must also ensure that the details sought in the annexures as specified in the RFP are aptly covered. The bidder may share any other information or highlight their key achievements related to the scope of work. Presentation should be made by the employee on the roll of the respective bidder firm as on

- bid submission date and no hiring of outsider for presentation will be allowed. The bidder is expected to substantiate /validate the achievements / recognition through relevant data / documentary evidence.
- Bank may, during the process of technical evaluation, call for any Clarifications / additional particulars required on the technical bids submitted. The Bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The Bidder's offer will be disqualified, if the clarifications/ additional particulars sought are not submitted within specified date and time.
 - Bidders must acquaint themselves fully with the conditions of the bids. No plea of insufficient information will be entertained at any time.
 - First of all, the RFP Cost and Integrity Pact will be verified. If RFP Cost/Integrity Pact is not found in order, that bidder will be declared ineligible for further participating in the tender process.
 - After that technical bids will be opened & evaluated based on the eligibility criteria defined in the RFP document and based on proof and presentation given by the bidder. Bids complying with all the eligibility criteria and conforming compliance to all the terms and conditions of RFP document would be further evaluated on technical parameters.
 - Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for further process.
 - The Bank shall follow all the guidelines/notifications for public procurement. All bidders will be required to give presentation during technical evaluation of their offered services clearly demonstrating implementation of Pension Payment Solution. Failure of a bidder to complete the presentation to the Bank on scheduled time & date may result in rejection of the proposal. Bidder is required to address all queries raised by the Bank officials during the presentation. Giving mere presentation should not be considered as being qualified or shortlisted for further process. Decision of Bank, in this regard will be final and binding on all bidders.
 - Finally, the technical proposal of the bidder will be scored as per Annexure T and the bidders who do not score 75% shall be liable to be rejected. In case during functional and Technical evaluation, all the bidders fail to score more than 75% marks, or less than three bidders obtain more than 75% marks, then in that case top three bidder will be considered for opening Indicative commercial bids provided marks obtained by them are more than 60%. The decision of the Bank in this regard shall be final.

19. EVALUATION METHODOLOGY FOR ELIGIBLE BIDDER

After qualifying the eligibility criteria, the evaluation will be a three stage process. The stages are:

- Technical Bid Evaluation
- Commercial Bid Evaluation
- Reverse Auction process

19.01 Technical Bid Evaluation

The vendor needs to achieve a cut – off score of 75 marks in this evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut – off scores 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.

| Criteria | Evaluation Parameters | Sub Scores | |
|--|---|------------|----|
| The number of Implementations completed in other banks as per eligibility criteria (Annexure- C) in the last 3 years. ** | For each Implementation (Maximum marks - 5) | 10 | |
| | Maximum marks | | |
| Technical Specifications compliance | As per Technical specification requirement Given in Annexure- E. | 20 | |
| Presentation cum interview | Evaluation on the following Parameters | | 30 |
| | Parameters | Max Marks | |
| | Quality of Presentation | 10 | |
| | POC (Proof of Concept and site inspection is to be provided to the Bank by the Eligible Bidder) | 10 | |
| | Scalability – Future | 10 | |
| Technical Criteria compliance as per Technical Specification (Annexure E – Functional Scoring Sheet) | <p>Technical Presentation with Product Demonstration on Proposed Solution by the Bidder: Technical presentation will be evaluated on the following parameters:</p> <ol style="list-style-type: none"> 1. Proposed Solution features (adaptability, accuracy, flexibility, stability, suitability, feasibility etc.) 2. IT architecture, approach and methodology 3. Future scalability/ customizability. 4. Compatibility with existing systems such as CBS, DMS, AML, EFRMS, LLMS etc., 5. Security Aspects <p>Product Demonstration: Demonstration of in-depth understanding of the proposed project’s technical and functional requirements.</p> | 40 | |

| | | |
|-------------|--|-----|
| | Major Criteria for demonstration (but not limited to) given in Annexure E. In case Bank during this demonstration feels that any of the feature is not available and needs to be customized then no marks shall be allotted and if customization is not required and the feature is readily available then mark shall be allotted. | |
| TOTAL MARKS | | 100 |

**** Copies of Work order /client reference/ inspections to be provided.**

Technical Criteria compliance as per Technical Specification (Annexure- E- Functional Scoring Sheet)

| Mandatory | | Desired | |
|-----------|------------------------------|---------|------------------------------|
| Marks | Description | Marks | Description |
| 10 | RA- Readily Available | 5 | RA- Readily Available |
| 5 | CU - Customization required. | 3 | CU - Customization required. |
| 0 | NA - Not Available | 0 | NA - Not Available |

Further the Bank's officials would visit reference sites provided by the Vendor if deemed necessary. In case there is only one vendor having technical score of 75 or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such vendor. In case, none of the participating vendors qualify on technical criteria and reach or exceed the cut-off score of 75, then the Bank, at its sole discretion, may qualify two vendors on the basis of the top 2 scores. However, the Bank at its discretion may reject the proposal of the Vendor or will not consider vendor below cutoff marks by relaxing as mentioned above, if in the Bank's opinion the Vendor could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the customer contacts / site visited are negative or the proposed solution does not meet the Bank's functional and technical requirement.

The vendor who achieves the required cut – off technical score as part of technical evaluation shall be qualified for commercial bid opening. The commercial bid would be evaluated based on a "Total Cost of Ownership" ('TCO') basis.

20. RESTRICTION OF PROCUREMENT DUE TO NATIONAL SECURITY (LAND BORDER SHARING CLAUSE) :

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

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

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority.
- ii. "Bidder" (including the term 'tenderer' , 'consultant' or 'service provider' in certain contexts) means any person or firm or company , including any member of a consortium or joint venture (that is an association of several persons , or firms or 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 where any member of the consortium or joint venture falls under any of the above.
- iv. The beneficial owner for the purpose of (iv) 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 exercise 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 share holding or management rights or share holder's agreements or voting agreements.
2. In case of partnership firm, the beneficial owner is the natural person(s), who , whether acting alone or together or through one or more judicial person, has ownership of entitlement to more than fifteen per-cent of capital or profits of the partnership.
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of or entitlement to more than fifteen per-cent of the property or capital or profits of such association or body of individuals.
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person(s), who hold the position of senior managing official.

5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per-cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An agent is a person employed to do any act for another, or to represent another in dealings with third persons.

21. PREFERENCE TO MAKE IN INDIA

Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP(BE-II) dated 28.05.2018, 29.05.2019, 04.06.2020 and dated 16-9-2020 to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment. It is clarified that for all intents and purposes, the latest revised order i.e the order dated 16-9-2020 shall be applicable being revised Order of the original order i.e Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 dated 15-6-2017.

The salient features of the aforesaid Order are as under:

1. Class-I Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%
2. Class-II Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%.
3. Non-Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
4. The margin of purchase preference shall be 20 %, Margin of purchase preference means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.
5. "Minimum Local content" for the purpose of this RFP, the 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. If Nodal Ministry/Department has prescribed different percentage of minimum 'local content' requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier', same shall be applicable.

Verification of Local contents:

- 1.The local supplier at the time of submission of bid shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per Annexure-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 respectively 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).

"Non- Class 1 and non- class 2 bidders are also eligible to participate. In case bids are received from Class 1 or Class 2 local suppliers, purchase preference will be given to such bidders in-line with Government of India guidelines. If Class 1 and Class-2 Bidders are not available, other bidders will be considered. If in case none of the bidders could comply with Make in India preference clause, then, Bank shall go ahead with RFP and complete the tender process.

21.1. PROCEDURE FOR preference to Make in India which are not devisable in nature

In procurements of services where the bid is evaluated on price alone, the Class-I local supplier shall get purchase preference over Class-II local supplier as well as "Non – Local supplier: as per following procedure.

- 1) Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local supplier, the contract will be awarded to L1.
- 2) If L1 is not Class-I local supplier the lowest bidder among the Class-I local supplier will be invited to match the L1 price subject to Class-I local supplier quoted price falling within the margin of purchase preference and contract shall be awarded to such a Class-I Local supplier subject to the matching the L1 price.
- 3) In case such a lowest eligible Class-I local supplier fails to match the L1 price the Class-I local supplier with the next higher bid within the margin of the purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly, In case none of the Class-I local supplier within the margin of preference matches the L1 price, the contract may be awarded to the L1 Bidder.
- 4) Class-II local supplier will not get purchase preference in any procurement under taken by procuring entities.

22. AWARD OF CONTRACT

On completion of evaluation of commercial bids, Bank will determine L1 bidder & contract will be awarded to lowest bidder after reverse auction process as per Annexure U. However, the Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase.

23. PRICE COMPOSITION

- 23.01 TCO is for 5 years period. TCO will be determined by discounting future payments @10% discounting factor. The price quoted should be inclusive of all charges except applicable GST as per Banks requirement mentioned in Annexure G - Commercial Bid.
- 23.02 Commercial bid should be quoted in the commercial bid format attached to this bid.
- 23.02 The prices should be firm and not dependent on any variable factors and expressed in Indian Rupees.
- 23.04 Warranty period will start from Go-Live of Project
- 23.05 The total cost should be inclusive of all other charges but exclusive of GST (CGST/SGST/IGST) which will be paid at actual at the time of invoicing.
- 23.6 If the cost for any line item is indicated as zero/nil/blank then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- 23.07 Bidder has to show bifurcation/details of GST (CGST/SGST/IGST) in every invoice.
- 23.08 Bank will not pay any Labour charges for transportation, installation of software, miscellaneous charges separately. All such costs, if any, should be absorbed in TCO.
- 23.09 The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India. Wherever the laws and regulations require deduction of such taxes at the source of payment, Purchaser shall make such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Purchaser as per laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this contract.

24. TAXES AND DUTIES

The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned 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.

Payment of all taxes i.e. GST (CGST/SGST/IGST) will be made at actual, on production of suitable evidence of payment by the Bidder.

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

25. REJECTION OF BID

The Bid is liable to be rejected if:

- a. The document does not bear signature of authorized person in each page and duly stamped.
- b. It is received through Fax/E-mail.
- c. It is received after expiry of the due date and time stipulated for Bid submission.
- d. In complete Bids, including non-submission or non-furnishing of requisite documents/Conditional Bids/ Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- e. It is evasive or contains incorrect information.
- f. Any form of canvassing/lobbying/influence/ query regarding shortlisting, status etc. will be a disqualification.
- g. Bidder should comply with all the points mentioned in the scope of work. Non-compliance of any point will lead to rejection of the bid.
- h. The bidders who are not meeting the eligibility criteria mentioned as per Annexure-C (Eligibility criteria).
- i. Bids dropped in tender box or submitted in physical hard copy format.
- j. Non-submission of Integrity Pact (IP)/ Cost of RFP.

26. MODIFICATION AND WITHDRAWALS OF BID

The bidder may modify its bid's submission anytime by logging in to the website **Mode: Online URL: <https://centralbank.abcprocure.com/EPROC>** and uploading the documents again till final submission at last date and time of bid submission.

No bid can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of bids. No bid shall be withdrawn in the intervening period between deadline for submission of bids and expiration of period of bid validity specified by bidder in the submitted bid. In the event of withdrawal of the bid by bidders, the bidder will be suspended from participating in any future RFPs for 2 years. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

27. RFP RESPONSE

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

Bid properly documented should be submitted by uploading at : https://centralbank.abcprocure.com/EPR_OC on or before stipulated date & time mentioned in RFP.

Original DD for Cost of RFP must be submitted in physically in sealed cover at the address provided at "place of opening of bids" on or before last date and time of bid submission.

28. PATENT RIGHTS

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the procurement of this RFP or any part/component thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay.

29. PAYMENT TERMS

The scope of work is divided in different areas, the payment would be linked to delivery, and acceptance of each area as explained below. Payment will be released based on the following milestone and Terms & Condition subject to submission of the Performance Bank Guarantee of 10% of the project cost.

1. Fixed Cost :-

| Project Milestones | Software (for both DC & DR site) | Implementation, System Integration, Migration and Training |
|--|----------------------------------|--|
| Delivery and installation of hardware, System Software & other infrastructure components(after due inspection and acceptance at DC & DRC) | - | - |
| Successful implementation of the respective software | 20 % | - |
| Successful completion of current state assessment, gap analysis and systems requirement specifications (SRS) sign off | - | 10 % |
| Successful completion of the customization, Data Migration & UAT sign off | 20 % | 20 % |
| Go Live of Project | 30 % | 40 % |
| 3 Months from the date of Go Live | 20 % | 20 % |
| After Completion of warranty period of 1 year Or This can be released in advance against separate Bank Guarantee (BG) of equivalent amount for a period of 1 year | 10 % | 10 % |
| Total | 100% | 100% |

2. Service Cost :-

- i. **Facilities Management :-** The payment will be released quarterly in arrear from the date of Go-Live of the project and as per actual.
- ii. **Annual Technical Support (ATS) :-** The payment will be released quarterly in arrear after completion of one year warranty period and as per actual.
- iii. **Change Management :-** Payment will be made as per actual Man Days approved by Bank for the requested change.

AMC & ATS and Other Warranty Costs

Bidder shall provide the maintenance (Warranty, AMC & ATS) for a period of five years from the Go-Live of project.

For in-scope software licenses, warranty period should be of 5 years from the date of installation or 61 months from the date of delivery whichever is earlier. The comprehensive onsite warranty shall be with OEM back to back support. The word "warranty" in this document refers to "comprehensive onsite warranty". Bidder must factor the costs in the Bill of Material accordingly. As part of warranty, the Bidder has to:

- Provide on-site comprehensive support for software components as well as OS & DB provided as part of this RFP
- Have back-to-back arrangements with respective OEMs for the maintenance services Warrant all software against defects arising out of faulty design, materials and media workmanship etc., for a period of five years from the date of acceptance & Go-Live of the application.
- Agree that Bank will not be liable to pay any additional amounts in respect of any sort of maintenance covered under the scope of this tender during the tenure of the contract. Free on-site maintenance services shall be provided by Bidder during the period of contract. Change Order to comply any statutory / Regulatory / Government requirement will be undertaken by bidder without any cost to Bank during the contract period of 5 years.
 - In case Bank desires to get the services delivered by their appointed Bidder or System Integrator, then the OEM shall transfer such services to that preferred Bidder at no additional cost to Bank
 - In case of any issue with related software supplied by Bidder, Bank or its appointed System Integrator shall log a call with Bidder (who has supplied the software). It is responsibility of Bidder to resolve the issue with the assistance of the OEM, if deemed necessary. Bank or its appointed System Integrator shall promptly notify Bidder in writing/e-mail/fax of any claims arising under the maintenance services
- Provide all future software upgrades and patches for all components of the solution and assist Bank or its System Integrator to install the same, if Bank desires during period of warranty free of cost

Cost & Currency Price Composition

The Bidder is expected to quote unit price in Indian Rupees (without decimal places) for all components (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. Bank will not pay any other taxes, cost or charges

Goods and Services Taxes (GST) and its Compliance

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:

- (a) TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the Bidder 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 statues 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
- (b) It is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit (ITR) to Bank by way of commensurate reduction in the prices under the GST Law
- (c) If Bidder as the case may be, is blacklisted in the GST (Goods and Services Tax) portal or rating of a Bidder falls below a mandatory level, as decided time to time may be relevant ground of cancellation of Contract
- (d) Bank shall deduct tax at source, if any, as per the applicable law of the land time being enforced. The Bidder shall pay any other taxes separately or along with GST if any attributed by the Government Authorities including Municipal and Local bodies or any other authority authorized in this regard.

Fixed Price

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

- a) No advance payment will be made. TDS and any other taxes on payments will be deducted as applicable.
- b) All the payments will be made to bidder electronically in Indian Rupees only.
- c) Payment shall be released on submission of necessary proof and documents like original Invoices, Warranty Certificates, Performance Bank Guarantee, Signed Service Level Agreement, and Delivery of Software Licenses etc. subject to acceptance by Bank, submission of Letter issued by Bank in respect of completion of User Acceptance Test (UAT), documents as required by Bank like manual & documentation, training etc.
- d) **Pension Payment Solution:** Payable quarterly at the end of each quarter against receipt of quarterly report of actual utilization duly signed by Bank's identified official.
- e) **Dedicated Resources Charges** – Payable quarterly at the end of each quarter against receipt of satisfactory support report of previous quarter from Bank's identified official.
- f) Payment will be made quarterly in arrears for annual technical support against the receipt of service report of previous quarter from the Bank's project/operation manager.
- g) Invoices shall be raised post milestone sign off for services billing.
- h) Bank will pay invoices within 30 days from the date of receipt of physical invoice by the Bank, except for those portions of any invoice that the Bank disputes in good faith and in writing. No penalty /Interest will be paid for the delayed payment.

30. ORDER CANCELLATION

- a. The Bank reserves its right to cancel the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
- b. Delay in commencement of the project beyond two weeks after the assignment order or beyond the date given by the bank in the purchase order.
- c. Delay in completion of project.
- d. Serious discrepancies noted in the inspection.
- e. Breaches in the terms and conditions of the Order.
- f. The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:
- g. Non-submission of acceptance of order within 7 days of order.
- h. Excessive delay in execution of order placed by the Bank.
- i. Selected bidder commits a breach of any of the terms and conditions of the bid.
- j. The bidder goes in to liquidation voluntarily or otherwise.
- k. The progress made by the selected bidder is found to be unsatisfactory.
- l. Bidder provides evasive or incorrect information.
- m. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another service provider of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out, for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- n. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.
- o. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

31. ADHERENCE TO CYBER SECURITY SYSTEMS

Bidders are liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy will be shared with successful bidder. Bidders should ensure Data Security and protection of facilities/application managed by them.

The deputed persons should be aware about Bank's IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to

the notice of the bank that data has been compromised / disclosed/ misused/misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank.

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

The legal and regulatory requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for sub-contracting; including the controls that need to be implemented shall be included in the SLA.

All information resources (online/in-person) of the vendors and its partners shall be made accessible to reserve Bank of India as and when sought. Credentials of vendor/third party personnel accessing and managing the bank's critical assets shall be maintained and shall be accordance with Bank's policy.

The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and bidder shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of third-party vendors/service providers & partners.

Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsources and partner arrangements shall be ensured.

32. LIQUIDATED DAMAGES (LD)

If Successful bidders fail to deliver any or all of the Service(s) or perform the Services within the time period(s) specified in the RFP/Contract / Agreement, Bank shall, without prejudice to its other rights and remedies under and in accordance with the RFP/Contract / Agreement, levy Liquidated Damages (LD) from payments, which are due to the Successful bidder. Bidder has to deploy Solution at DC and DR within 8 weeks from the date of purchase order. For calculation of LD:

The contract price for calculation of LD is TCO.

The LD will be applicable on non-completion of implementation within defined timeline. LD will be 1% per week of the undelivered portion and shall be a maximum of 10% of the total cost of the project. Upon reaching threshold limit of 10%, Bank may initiate appropriate legal action, apart from resorting to other remedial measures as deemed fit.

- a. The Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company.
- b. Part of week will be treated as a week for this purpose.

- c. However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.
- d. Bank will deduct the amount of liquidated damages from the payment due of the same project from the Successful bidder.
- e. Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/ Purchase Order.

33. SERVICE LEVEL AGREEMENT

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

The Bidder shall have to enter into an agreement with Bank covering all terms and conditions of this RFP.

- i) At the same time as the Bank notifies the successful Bidder that its Bid has been accepted, the Bidder shall enter into a Service Level Agreement (SLA) with the Bank, containing all the Terms and Conditions of this RFP, including confidentiality, non-disclosure and penalty clauses, and any other clause relevant to the services offered.
- j) The contract period will be for a period of 5 years (I Year warranty & 4 Years AMC/ATS) from the project going live after duly signed signoff from Bank (final go-live) for all the modules.
- k) The bidder should ensure more than 98.5 % uptime of the proposed solution (to be calculated on quarterly basis) during contract period. Bidder is expected to submit this report within a week after expiry of every calendar quarter.
- l) Bidder should also ensure that the maximum response time for onsite service call does not exceed 15 minutes. The maximum time to resolve the issue (Resolution time), is within 2 hours.
- m) Services delivered by the vendor should comply with the SLA and any violation of SLA will attract penalties as below:

For any penalty during contract period of 5 years, the bidder shall give a credit note in favour of Central bank of India within 30 days from the date of intimation of penalty by the Bank. If the bidder fails to give the credit note within 30 days of intimation of penalty, Bank reserves the right to invoke the performance Bank guarantee submitted by the bidder.

Bank may recover such amount of penalty from any payment being released to the bidder, irrespective of the fact whether such payment is relating to this contract or otherwise.

- Wherever applicable as stated above while effecting any payment, deduction towards penalty payment will be made. Hence the bidder should raise the invoice deducting the penalty amount.
- The penalty is capped at maximum 10% of TCO beyond which bank may invoke Termination of Contract, as per Bank's discretion and penalty will be deducted on quarterly invoice amount.

- Notwithstanding anything contained above, no such penalty will be chargeable on the bidder for the inability occasioned, if such inability is due to reasons entirely attributable to the bank. Downtime during scheduled maintenance activities will also be excluded for calculation of penalty.
- Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company.
- RBI/Regulatory authority may inspect facilities of successful bidder during the contract period.

34. CONTRACT PERIOD

The successful bidder(s) shall be required to enter into a SLA with Bank within 21 days of the award of contract or within such extended period as may be specified by Bank. Initially contract will be signed for five (5) years. Thereafter contract may be extended for further period as per Banks requirement & discretion on mutually agreed terms and conditions. The extended contract will be reviewed on yearly basis/ at any interval decided by the Bank subject to satisfactory performance of the bidder. However, if in any case it is found that the services offered are not satisfactory, the Bank may consider termination of the contract by issuing a 30 days prior notice, apart from invoking Performance Bank Guarantee.

35. WARRANTY

- a. All support & services required for implementation, customization, Migration of existing data including the old in-house Pension data, smooth operation and maintenance of Pension Payment Solution, as described in RFP, will be the part of the project deliverables during the contract period (under warranty or post warranty).
- b. The warranty would be on-site and comprehensive in nature. Warranty will start from the date of full go- live and will be valid for a period of one year. The successful bidder shall provide maintenance and support under warranty, without any extra cost, for a minimum period of one year. Warranty for software will start from the date of final Go-live signoff of the by the Bank. Bank will not pay any charges during warranty period.
- c. Any corruption in the software or any services shall be rectified during the full period of the contract including warranty, if contracted, at no extra cost to the Bank.
- d. The executions of the service(s) herein are and shall be strictly in accordance and in compliance with all Applicable Laws, as amended from time to time, the regulatory framework governing the same and the Good Industry Practice. It has all permissions, consents, approvals and license from all authorities, regulatory /statutory and non- regulatory, for executing the Service(s).
- e. The successful bidder warrants that Deliverables and the Services provided by the successful bidder shall be as per the terms of this Agreement. The successful bidder should guarantee that the software supplied to the Bank is licensed and

legally obtained. Software must be supplied with their original and complete printed documentation. The successful bidder shall be fully responsible for warranty of all the system components in respect of proper design, quality, material and workmanship of the software, accessories etc. covered by the offer.

36. ANNUAL TECHNICAL SUPPORT

- a) The successful bidder must undertake to provide support for the software / OS /Database for minimum post warranty period of four (4) years, after the expiry of warranty period of one (1) year.
- b) Any regulatory /statutory changes or updates or guidelines as required under the directive of Government of India, Reserve Bank of India or any other regulatory/ statutory authority must be provided/ upgraded to the Bank free of cost by bidder during warranty or ATS tenure.
- c) Bidder should provide unconditional warranty and post-warranty comprehensive on-site 24x7 maintenance support with 2 hours problem resolution commitment for 5 years.
- d) The ATS charges per annum should be maximum 10% of the cost of software license.
- e) The ATS charges shall be released to the vendor quarterly in arrears subject to timely submission of applicable documents like invoice, performance availability reports, attendance etc.
- f) The Bank reserves the right to terminate the ATS (if contracted) by giving Successful Bidder, a prior and written notice of one month indicating its intention to terminate the Contract, if the services rendered by the vendor(s) are not satisfactory. In that case, the vendor(s) will refund the proportionate amount of ATS for the rest of the period of the ATS, if any. (Please check we are paying in arrears)
- g) Any decision in this regard by the Bank shall be final, conclusive and binding on the selected Bidder and shall not be questioned/ challenged by the selected Bidder.

37. AUTHORIZED SIGNATORY

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

38. CONFIDENTIALITY

The bidder must undertake that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:

- a. To maintain and use the Information only for the purposes of the

- Contract/Agreement and only as permitted by the BANK;
- b. To only make copies as specifically authorized by the prior written consent of the Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - c. To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
 - d. To treat all Information as Confidential Information.
 - e. The Selected Bidder shall be required to sign a Non-Disclosure Agreement with Bank as per prescribed format provided in Annexure J within thirty days of issuing the purchase order/letter of intent.

39. INDEMNITY & LIMITATION OF LIABILITY

- a. The bidder (the "Indemnifying Party") undertakes to indemnify, hold harmless the Purchaser (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this RFP.
- b. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.
- c. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by:
 - Indemnified Party's misuse or modification of the Service;
 - Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;
 - Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either:
 - Procure the right for Indemnified Party to continue using it
 - Replace it with a non-infringing equivalent
 - Modify it to make it non-infringing.
 - The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.
 - The indemnities set out in this clause shall be subject to the following conditions:
 - a) The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 - b) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim

- including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
- c) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- d) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- all settlements of claims subject to indemnification under this Clause will:
 - a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
 - The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
 - The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
 - in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
 - if a Party makes a claim under the indemnity set out under Clause 33.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in this clause and breach of Clause 32 (Confidentiality).

In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in Clause 33.1) even if it has been advised of their possible existence.

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

40. INTELLECTUAL PROPERTY RIGHTS

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

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

41. NON-TRANSFERABLE OFFER

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

42. RESPONSIBILITY FOR COMPLETENESS

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

The bidder shall be responsible for any discrepancies, errors and omissions in the technical details submitted by him/them, irrespective of whether these have been approved, reviewed or otherwise, accepted by the Bank or not. The Bidder

shall take all corrective measures arising out of discrepancies, errors and omissions in drawing and other information as mentioned above within the time schedule and without extra cost to the Bank.

43. FORCE MAJEURE

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

- a. Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics,
- b. Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- c. Terrorist attacks, public unrest in work area;

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the Bank shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above. Notwithstanding above, the decision of the Bank regarding whether the event so claimed by the bidder is a force majeure event or not, shall be final and binding on the Service provider.

Financial constraints by way of increased cost to perform the obligations due to any reason, if the obligations can be performed otherwise, shall not be treated as a force majeure situation

44. EXIT CLAUSE

The Bank reserves the right to cancel the contract in the event of happening one or more of the following conditions:

- a. Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee within 30 days from receipt of purchase contract.
- b. Delay in delivery beyond the specified period.
- c. Delay in completing testing/customization and acceptance tests/ checks beyond the specified periods;
- d. Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution.
- e. In the event of the product or software delivered is not matching/ meeting with the performance / specifications promised/ declared/ submitted and claimed during bidding.
- f. In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Performance Guarantee given by the Bidder. Bank reserves right to exit at any time after giving notice period of one month during the contract period.

45. TERMINATION OF CONTRACT

If the Termination is on account of failure of the successful bidder to perform the obligations under this RFP contract, the Bank shall have the right to invoke the Performance Bank Guarantee(s) given by the selected bidder. The Bank will be entitled to terminate this Contract, without any cost to the Bank and recover expenditure incurred by Bank, on the happening of any one or more of the following:

- a. The selected bidder commits a breach of any of the terms and conditions of the bid.
- b. The Successful bidder goes into liquidation voluntarily or otherwise.
- c. An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- d. The progress regarding the execution of the order accepted by the selected bidder is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- e. Non-satisfactory performance of the selected bidder during implementation and operation.
- f. An act of omission by the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract.
- g. Failure to integrate/implement the Project as per the requirements of the Bank as stated in this RFP.
- h. Material discrepancies in the Deliverables and Services noted in the implementation of the Project. Bank reserves the right to procure the same or similar product from the alternate sources at the risk, cost and responsibility of the selected bidder.
- i. Bank shall serve the cure-cum-termination notice to the bidder at least 30 days prior, of its intention to terminate services. If the performance is not cured to the satisfaction of bank within 30 days, termination will be effected.
- j. Selected bidder is found to be indulging in frauds.
- k. The bank suffers a reputation loss on account of any activity of successful bidder penalty is levied by regulatory authority.
- l. In the event of sub contract or assignment contrary to the terms of agreement.

46. AUDIT

The Bidder shall at all times when ever required furnish all information, records, data stored in whatsoever form to internal, external, Bank appointed and statutory/RBI inspecting auditors and extend full cooperation in carrying out of such inspection. The Bidder will also undertake to co-operate with the RBI to carry out its supervisory functions and objectives and will furnish all records and other information as RBI may call for to carry our inspection and/or other

functions. The Bidder is required to facilitate the same at no additional cost and shall provide uninterrupted access to the documents required by the auditors. Further the Bidder has to ensure rectification of all the irregularities thus pointed out by the auditor within a given time frame.

The bidder has to ensure compliance of Information Security according to policy of the Bank and mitigate the risk, if any, within the stipulated time without any additional cost to Bank.

In line of above, the selected bidder shall ensure that all regulatory, Statutory, Local Administration requirements are adhered to subsequently while undertaking deliverable services over the period of contract without any additional cost to Bank.

Compliance with security best practices may be monitored by periodic computer/information security audit performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audit plan to include, but are not limited to, a review of: access and authorization procedures, physical security controls, input/output controls, DB 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 Bidder shall afford the Bank's representative 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 system (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.

47. CONFLICT OF INTEREST

Bank requires that bidder provide professional, objective, and impartial advice and at all times hold Bank's interest paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from Bank.

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

48. RFP OWNERSHIP

The RFP and all supporting documentation are the sole property of Central Bank of India and should NOT be redistributed without prior written consent of Central Bank of India. Violation of this would be a breach of trust and may, inter-alia cause the bidders to be irrevocably disqualified. The aforementioned material must be returned to Central Bank of India when submitting the proposal, or upon request; however, bidders can retain one copy for reference.

49. PROPOSAL OWNERSHIP

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

50. TENDER/RFP CANCELLATION

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

51. PUBLICITY

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

52. ARBITRATION

All disputes or differences whatsoever arising between the parties out of or in connection with this RFP /Tender or in discharge of any obligation arising out of the RFP/Agreement purchase order whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract, shall be settled amicably. If however, the parties are not able to solve them amicably, then all disputes and differences of any kind whatsoever arising out of or in connection with the purchase order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration shall be governed by the provisions of Indian Arbitration and Conciliation Act 1996. All arbitration proceedings shall be at Mumbai, Maharashtra State, India only. The Bidder shall continue work under the Contract during the dispute proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the dispute is obtained

53. JURISDICTION

Notwithstanding anything contained herein above, but without adversely affecting the Arbitration clause, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Mumbai, Maharashtra State, India only.

54. SUBMISSION OF BIDS

The bidders have to submit bid through Online except Cost of RFP and Integrity Pact. All documents as per requirement of RFP must be uploaded on the site: <https://centralbank.abcprocure.com/EPROC>. Original DD/BG for Cost of RFP and Integrity Pact (IP) must be submitted physically in sealed cover at the following address on or before scheduled date and time.

55. Annexure A – Letter of Acceptance

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

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

To,

Central Bank of India,
Centralized Pension Processing Centre,
2nd Floor, Mumbai Main Office, Fort,
Mumbai 400001

Dear Sir,

Sub: Request for Proposal (RFP) for Selection of Vendor for Supply, Implementation and Maintenance of Pension Payment System.

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

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

We also confirm that the offer shall remain valid for 180 days from the date of the offer.

We hereby undertake that supporting software supplied, if required will be licensed, legally obtained and with latest version.

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

We understand that

- a. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- b. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- c. If our bid is accepted, we are to be responsible for the due performance of the contract.

- d. You may accept or entrust the entire work to one Bidder or divide the work to more than one Bidder without assigning any reason or giving any explanation whatsoever.
- e. Bidder means the bidder who is decided and declared so after examination Of commercial Bids.
- f. We enclose cost of RFP Rs.5000/- (Rupees Five thousand only) and the details of the same is as under.

DD No./ NEFT UTR No :

Date :

Name of Issuing Bank :

Dated at _____ this _____ day of _____ 2024 Or

Details of Fee Exemption:

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

Yours faithfully,

Date:

For _____

Signature _____ Name _____

Authorized Signatories
(Name & Designation, seal of the firm)

56. Annexure B– Bidder’s Profile Format

| Serial No. | Parameters | Response | |
|------------|--|--|------------------------------|
| 1 | Name of the Firm/Company | | |
| 2 | Year of Incorporation in India | | |
| 3 | Names of the Partners/Directors | | |
| 4 | Name and Address of the Principal Banker | | |
| 5 | Addresses of Firm/Company | | |
| | a) Head Office | | |
| | b) Local Office in Mumbai (if any) | | |
| 6 | Authorized Contact person | | |
| | a) Name and Designation | | |
| | b) Telephone number/Mobile No. | | |
| | c) E-mail ID. | | |
| 7 | Financial parameters | | |
| | Business Results (last three years) | Annual Turnover (Rs. InCrores) | EBITDA (Rs. In Crores) |
| | 2022-23 | | |
| | 2021-22 | | |
| | 2020-21 | | |
| | (Only company figures need to be mentioned. Not to include group/subsidiary Company figures) | (Mention the above amount in INR only) | |
| | No. of Technical Staff available with Solution expertise. | | |

N.B. Enclose copies of Audited Balance Sheet along with enclosures

Dated this..... Day of.....2024

(Signature)

(In the capacity of)

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

57. Annexure C– Eligibility Criteria

| Sl. No. | Pre-Qualification Criteria | Detail of Proof to be Attached | Compliance (Yes/No) |
|---------|---|--|---------------------|
| 1 | Make in India preference clause, Non- Class 1 and non- class 2 bidders are also eligible to participate. In case bids are received from Class 1 or Class 2 local suppliers, purchase preference will be given to such bidders in-line with Government of India guidelines. If Class 1 and Class-2 Bidders are not available, other bidders will be considered. | Required certificates as per eligibility should be submitted as per Annexure - R. | |
| 2 | If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority | Certified copy of the registration certificate (as per Annexure - S). | |
| 3 | The bidder has to submit Integrity Pact (IP) signed by authorized signatory as prescribed format mentioned in Annexure N on plain paper in advance (not prior to issuance of RFP) or at the time of bid submission. Bidder shall be liable for rejection in case of non-submission of the same. | Integrity Pact (IP) as per Annexure N on plain paper is to be submitted. | |
| 4 | The bidder should be a company registered in India as per Company Act 1956 /2013 or a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India or a PSU/Government organization and should be in existence for last 3 years from the date of issuance of RFP. Applicable provisions for Start-ups will be applied | Certificate of incorporation/Registration is to be submitted. | |
| 5 | Bidder should have minimum annual turnover of Rs. 10.00 crore during last three financial years (2020-21, 2021-22 & 2022-23). In case the audited financials for the year 2022-23 is not available, CA Certificate /Provisional Balance sheet should be submitted. This must be the individual company turnover and not that of any group of companies. Applicable provisions for Start-ups will be applied | Copies of the audited balance sheet and P&L Statement of the company showing the same is to be submitted | |
| 6 | The bidder should have positive operating Profit (as EBITDA i.e. Earnings, Before Interest, Tax, Depreciation & Amortization) in the last three financial years, (2020-21, 2021-22 & 2022-23). In case the audited financials for the year 2022-23 is not available, CA Certificate /Provisional Balance sheet should be submitted. Applicable provisions for Start-ups will be applied | Copies of the audited balance sheet and Loss statement of the firm is to be submitted. | |

| | | | |
|----|--|--|--|
| 7 | The proposed Pension Payment Solutions should have been implemented by the bidder/OEM successfully at least in one of the scheduled commercial Bank either in public/ private sector having branch network of 500 branches & above within last 3 years. Applicable provisions for Start-ups will be applied | The bidder has to submit Purchase order / Certificate of performance showing that the contract was/is in force within last 3 years | |
| 8 | Bidder should provide undertaking that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process. | Undertaking should be submitted. | |
| 9 | Bidder should be either an Original Equipment Manufacturer (OEM) of devices/ software solutions or authorized partner of OEM. In case the bidder is an Authorized partner of the OEM, Bidder needs to provide Manufacturer Authorization Form (MAF) from OEM stating that bidder is authorized partner of OEM and authorized to participate in this tender and in case the bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OEM. OEM can quote directly or through authorized partners. However, both i.e. OEM & their authorized partner cannot participate in the RFP. In case, both (OEM & his authorized partner) participate, only bid of the OEM will be considered | MAF should be submitted | |
| 10 | The companies or firms, bidding for the above tender, should have not been black listed by any of Government Authority or Public Sector Undertaking (PSUs) or any Financial Institution. The bidder shall give an undertaking (on their letter head) that they have not been black listed by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the same must have been removed from the black list as on as on 31/03/2023, otherwise the bid will not be considered. | An undertaking to this effect must be submitted in their letter head as per Annexure I | |

Place:**Date:****Authorized Signatory:****Name & Designation:****Business Address & email id:**

58. Annexure D – Compliance to RFP Terms & Conditions

| Sl. No. | Clause Details | Bidder's Compliance (Yes/No) |
|----------------|--|-------------------------------------|
| 1 | Introduction | |
| 2 | Integrity Pact (IP) | |
| 3 | Objectives of the RFP | |
| 4 | Definitions | |
| 5 | Invitation of Tender Bids | |
| 6 | Eligibility Criteria | |
| 7 | Broad Scope of Work | |
| 8 | Infrastructure | |
| 9 | Onsite development, support & maintenance Resource | |
| 10 | Training | |
| 11 | Terms of Execution of Work | |
| 12 | Price Validity | |
| 13 | Cost of Bidding | |
| 14 | Language of Bid | |
| 15 | Instructions for Bid Submission | |
| 16 | Award of Contract | |
| 17 | Price Composition | |
| 18 | Taxes and Duties | |
| 19 | Rejection of Bid | |
| 20 | Modification and Withdrawals of Bid | |
| 21 | RFP Response | |
| 22 | Patent Rights | |
| 23 | Payment Terms | |
| 24 | Order Cancellation | |
| 25 | Adherence to Cyber Security Systems | |
| 26 | Liquidated Damages (LD) | |
| 27 | Service Level Agreement | |
| 28 | Contract Period | |
| 29 | Warranty | |
| 30 | Annual Technical Support | |
| 31 | Authorized Signatory | |
| 32 | Confidentiality | |
| 33 | Indemnity& Limitation of Liability | |
| 34 | Intellectual Property Rights | |
| 35 | Non-Transferable Offer | |

| | | |
|----|---------------------------------|--|
| 36 | Responsibility for Completeness | |
| 37 | Force Majeure | |
| 38 | Exit Clause | |
| 39 | Termination of Contract | |
| 40 | Audit | |
| 41 | Conflict of Interests | |
| 42 | RFP Ownership | |
| 43 | Proposal Ownership | |
| 44 | Tender/RFP Cancellation | |
| 45 | Publicity | |
| 46 | Arbitration | |
| 47 | Jurisdiction | |
| 48 | Submission of Bids | |

Place:

Date:

Authorized Signatory:

Name & Designation:

Business Address & email id:

59. Annexure E – Technical & Functional Specifications (Web Based Government Pension Payment System)

Legends: RA – Readily Available, CU -Customizable, NA – Not Available

Scoring methodology for functional parameters:

| Feature Status | Short form | Marks for Mandatory functions | Marks for desirable functions |
|-----------------------------|------------|--|--|
| Readily Available | RA | The feature is already supported and included in the out-of-the-box solution <i>(10 Marks shall be allotted)</i> | The feature is already supported and included in the out-of-the-box solution <i>(5 Marks shall be allotted)</i> |
| Customization | CU | Can be developed / customized and delivered along with the Solution, prior to implementation at no extra cost. <i>(5 Mark shall be allotted)</i> | Can be developed / customized and delivered along with the Solution, prior to implementation at no extra cost. <i>(3 Mark shall be allotted)</i> |
| Not supported / Unavailable | UA | This capability is neither supported nor available with this Solution. <i>(No Mark shall be allotted)</i> | This capability is neither supported nor available with this Solution. <i>(No Mark shall be allotted)</i> |

Please Note – During Demonstration if any of the required features are not demonstrated but the same feature has been mentioned as “Readily Available (RA)” as part of Technical Scoring Sheet then the same shall be changed to “No Marks (Not Supported / Unavailable)” in the Functional and Technical Scoring Sheet

Please mention ‘Y’ in the respective column. Total marks obtained will be proportionately converted to the maximum score of 20 marks in Annexure T – Methodology of Scoring.

Example: If one bidder gets 500 marks out of 740 marks, the final score will be obtained by multiplying it with 0.02703 (20/740) i.e. $500 * 0.02703 = 13.515$ marks out of 20 in Annexure T – Methodology of scoring.

Authorized Signatory:

Place:

Name & Designation:

Date:

Business Address & email id:

60. Annexure F–Un-priced (masked) Commercial bid.

| Sr No | Item Description | No of Units (A) | Unit Price (B) | Total Cost C = (A) * (B) |
|---------------------|--|---|----------------------------|---------------------------------|
| Fixed Cost | | | | |
| A | Software (for both DC & DR site) | | | |
| 1 | Enterprise License cost of Web based Pension Payment Solution | | XXX | XXX |
| 2 | Operating System (OS). (If OS proposed by vendor is Windows 2016 and higher, no cost is to be mentioned) | | XXX | XXX |
| 3 | Database License. (If Database proposed by vendor is Oracle 19C and above, no cost is to be mentioned) However units to be mentioned | | XXX | XXX |
| 4 | Middleware (if any give details) | | XXX | XXX |
| 5 | Third Party Utilities (if any give details) | | XXX | XXX |
| | SUB TOTAL (A) | | | |
| B | Implementation, System Integration, Migration and Training | | | |
| 5 | Implementation of proposed solution | 1 | XXX | XXX |
| 6 | Migration of Existing as well as old In-house package data | 1 | XXX | XXX |
| 7 | System Integration with other Applications | 1 | XXX | XXX |
| 8 | Training | 1 | XXX | XXX |
| | SUB TOTAL (B) | | | |
| Service Cost | | | | |
| C | Annual Technical Support (ATS) | No of Years (A) | Cost / Year (B) | Total Cost C = (A) * (B) |
| | ATS of OS, Database, Application and related software as applicable (ATS for a period of 4 years after completion of one year warranty) | ATS for four (4) Years | XXX | XXX |
| | SUB TOTAL (C) | | | |
| D | Facility Management Cost | Resources (A) | Cost / Resource(B) | Total Cost C = (A) * (B) |
| | Dedicated Support Charges of 3 onsite resources for a period five years post Go-Live | 3 resources for five (5) years = 3*5=15 | XXX | XXX |
| | SUB TOTAL (D) | | | |
| E | Change Management Cost | Man Days (A) | Cost / Man Days (B) | Total Cost C = (A) * (B) |
| | Cost for 50 Man days for the TCO purpose, | 50 | XXX | XXX |

| | | | | |
|--------------------------------------|---|--|--|------------|
| | payment will be made as per FPA method for actual expenses for Change Request | | | |
| | SUB TOTAL (E) | | | |
| Total Cost to Ownership (TCO) | | | | |
| | Total Cost to Ownership (TCO) = SUB TOTAL (A + B + C + D + E) | | | XXX |
| TCO in words : Rupees _____ | | | | |
| _____ | | | | |

Notes:

- 1) The price arrived / discovered through RFP will be valid for the contract period of 5 years.
- 2) All licenses related to this Web Based Pension Processing System will be in the name of Bank. However, Bank is providing database licenses of Oracle 19C and above as well as Windows Server 2016 & above if required but bidder need to arrange support for Oracle Database and OS.
- 3) Bidder need to apply the patches as well as security updates and implement Bank's Base line security as per Bank's IT security policy.
- 4) All the related Software such as operating system, Java, Apache tomcat, Search engine etc., if any, must be included in above commercials. Bank will not allow any fresh purchase. If anything missed and required for all above Solutions. It will be the responsibility of Bidder to provide the same.
- 5) Bidders are required to provide item wise full description of Hardware / networking equipment required along with make/ mode & size with full configuration for each item of hardware/ networking equipment.
- 6) Any discrepancy in TCO amount, the figure in words will be treated as final.
- 7) Quantity of customer profile cost is indicative only. Actual quantity of profile may increase or decrease based on requirement.
- 8) The ATS charges per annum should be minimum 18% of the License cost of software components.
- 9) Facility Management Cost (Unit Price of dedicated support) is for entire project period of five (5) years. Bank has the option to avail onsite support on same rate if needed extra onsite resources in due course of time during the contract period of five (5) years. Bank has also option to reduce the number of onsite resource if needed during contract period of five (5) years.
- 10) Pension Payment Solution Cost for entire contract period of 5 years. Quantity mentioned here is only indicative for deriving TCO. Actual quantity may increase or decrease as per requirement.
- 11) All the changes sought by Regulator and statutory authorities received from time to time during contract period and subsequent renewals, if any, must be carried out at no extra cost to the Bank.

Authorized Signatory: _____

Place:**Name & Designation & mail id:**

Date:**Business Address:**

61. Annexure G – Commercial Bid

| Sr No | Item Description | No of Units (A) | Unit Price (B) | Total Cost C = (A) * (B) |
|--------------------------------------|--|--|----------------------------|---------------------------------|
| Fixed Cost | | | | |
| A | Software (for both DC & DR site) | | | |
| 1 | Enterprise License cost of Web based Pension Payment Solution | | | |
| 2 | Operating System (OS). (If OS proposed by vendor is Windows 2016 and higher, no cost is to be mentioned) | | | |
| 3 | Database License. (If Database proposed by vendor is Oracle 19C and above, no cost is to be mentioned) However units to be mentioned | | | |
| 4 | Middleware (if any give details) | | | |
| 5 | Third Party Utilities (if any give details) | | | |
| | SUB TOTAL (A) | | | |
| B | Implementation, System Integration, Migration and Training | | | |
| 5 | Implementation of proposed solution | 1 | | |
| 6 | Migration of Existing as well as old In-house package data | 1 | | |
| 7 | System Integration with other Applications | 1 | | |
| 8 | Training | 1 | | |
| | SUB TOTAL (B) | | | |
| Service Cost | | | | |
| C | Annual Technical Support (ATS) | No of Years (A) | Cost / Year (B) | Total Cost C = (A) * (B) |
| | ATS of OS, Database, Application and related software as applicable (ATS for a period of 4 years after completion of one year warranty) | ATS for four (4) Years | | |
| | SUB TOTAL (C) | | | |
| D | Facility Management Cost | Resources (A) | Cost / Resource(B) | Total Cost C = (A) * (B) |
| | Dedicated Support Charges of 3 onsite resources for a period five years post Go-Live | 3 resources for five (5) years = 3*5=15 | | |
| | SUB TOTAL (D) | | | |
| E | Change Management Cost | Man Days (A) | Cost / Man Days (B) | Total Cost C = (A) * (B) |
| | Cost for 50 Man days for the TCO purpose, payment will be made as per FPA method for actual expenses for Change Request | 50 | | |
| | SUB TOTAL (E) | | | |
| Total Cost to Ownership (TCO) | | | | |
| | Total Cost to Ownership (TCO) = SUB TOTAL (A + B + C + D + E) | | | |

TCO in words : Rupees _____

Notes:

- 12) The price arrived / discovered through RFP will be valid for the contract period of 5 years.
- 13) All licenses related to this Web Based Pension Processing System will be in the name of Bank. However, Bank is providing database licenses of Oracle 19C and above as well as Windows Server 2016 & above if required but bidder need to arrange support for Oracle Database and OS.
- 14) Bidder need to apply the patches as well as security updates and implement Bank's Base line security as per Bank's IT security policy.
- 15) All the related Software such as operating system, Java, Apache tomcat, Search engine etc., if any, must be included in above commercials. Bank will not allow any fresh purchase. If anything missed and required for all above Solutions. It will be the responsibility of Bidder to provide the same.
- 16) Bidders are required to provide item wise full description of Hardware / networking equipment required along with make/ mode & size with full configuration for each item of hardware/ networking equipment.
- 17) Any discrepancy in TCO amount, the figure in words will be treated as final.
- 18) Quantity of customer profile cost is indicative only. Actual quantity of profile may increase or decrease based on requirement.
- 19) The ATS charges per annum should be minimum 18% of the License cost of software components.
- 20) Facility Management Cost (Unit Price of dedicated support) is for entire project period of five (5) years. Bank has the option to avail onsite support on same rate if needed extra onsite resources in due course of time during the contract period of five (5) years. Bank has also option to reduce the number of onsite resource if needed during contract period of five (5) years.
- 21) Pension Payment Solution Cost for entire contract period of 5 years. Quantity mentioned here is only indicative for deriving TCO. Actual quantity may increase or decrease as per requirement.
- 22) All the changes sought by Regulator and statutory authorities received from time to time during contract period and subsequent renewals, if any, must be carried out at no extra cost to the Bank.

Authorized Signatory: _____

Place:

Name & Designation & mail id:

Date:

Business Address:

62. Annexure H– Declaration for Compliance

All Terms and Conditions including scope of work except technical specifications

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

Signature:

Name

Date

Seal of company:

Technical Specification

We certify that the systems/services offered by us for tender confirms to the specifications stipulated by you with the following deviations

List of deviations

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

Signature:

Name

Date

Seal of company:

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

63. Annexure I - Undertaking by Bidder

To:

Place:

Date:

Central Bank of India,
Centralized Pension Processing
Centre,
2nd Floor, Mumbai Main Office, Fort,
Mumbai 400001

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

We _____ (bidder name), hereby undertake that-

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

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the Company)

Date

64. Annexure J- Confidentiality / Non-Disclosure Agreement

This CONFIDENTIALITY AGREEMENT (the “Agreement”) entered into on this _ day of 2024, and shall be deemed to have become in full force and effect from (the “EffectiveDate”).

by and between M/s. _____ a company incorporated under the provisions of the Companies Act, _____ in force in India, having its registered office at _____ (hereinafter referred to as “-----” or “Vendor” which expression shall, unless it be repugnant or contrary to the context or meaning thereof, mean and include its, successors and permitted assigns) of the ONE PARTAND

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

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

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

WHEREAS:-

- i. Vendor inter-alia is engaged in the business of providing IT related solutions & services to various business entities in India & abroad.
- ii. ----- Central Bank has agreed to disclose, transmit, receive, and/or exchange certain “confidential information” to cover the business transaction between parties for the provision of services related to _____ (“the Purpose”) as more particularly described in Purchase Order no , issued by Central Bank in favor of M/s. --.

NOW THIS AGREEMENT WITNESS:

1. Interpretation

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

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving Party, legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

2. Confidentiality:

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

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

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

- I. use at least the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure;
- II. keep the Confidential Information and any copies thereof secure and in such a way so as to

- prevent unauthorized access by any third party;
- III. limit access to such Confidential Information to those of its (including its Affiliates“)directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information in the manner prescribed in this Agreement; and
- IV. upon discovery of any disclosure or suspected disclosure of Confidential Information, to take reasonable effort to as per the circumstances, to inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.

3. Return or destruction:

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

4. Permitted disclosure:

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

5. Ownership of Information:

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

6. No Representation:

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

herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

7. Remedies and Relief:

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

8. No Assignment

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

9. Severability

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

10. Delay or Waiver

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

11. Notices

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

12. Term

This Agreement shall commence from the Effective Date of this Agreement and shall be valid for a period of FIVE Years there from. Confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the agreement. Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the one month notice period issued by the non- defaulting Party. Upon expiration or termination as

contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

13. JURISDICTION FOR DISPUTE RESOLUTION:

All disputes and differences of any kind whatsoever arising out of or in connection with the purchase order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration shall be governed by the provisions of Indian Arbitration and Conciliation Act 1996. All arbitration proceedings shall be at Mumbai, Maharashtra State, India only.

14. Governing Law

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

15. Indemnity

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

16. Modification

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

17. Headings

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

18. Counterparts

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

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS DAY OF 2024

Signed and delivered by

Signed and delivered by

M/s _____

Central Bank of India

Signed by:

Signed by:

Name

Name

Title

Title

in the presence of

in the presence of

.....

.....

65. Annexure K – Reference Site Details

The reference sites submitted must be necessarily of those Banks/Companies where the proposed vendor/ OEM's product has been awarded the contract prior to issuance of this RFP. For those references where the offered solution is accepted but implementation is not started, the acceptance should be valid as on the last date for submission of bids at Central Bank of India.

Please provide reference details in the format defined below:

| Particulars | Response |
|---|----------|
| Name of the Institution | |
| Country of Operation | |
| Address of the Organization | |
| Date of commencement of Project | |
| Date of completion of Project | |
| Scope of Work for Solution | |
| Number of concurrent users | |
| Name of the contact person for reference | |
| Contact details of contact person | |
| Modules used at Branches/Offices | |
| Project Details a. Application Name b. Database c. Name of tools d. Maintenance & support | |

(Enclose necessary documentary proof)

*Provide Information in respect of at least 1 major customer who fulfills the qualification Criteria. References may be enclosed from the customer from the above reference.

Dated this..... Day of..... 2024

(Signature)

(In the capacity of)

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

66. Annexure L – Details of Hardware & Operating System Requirement

The Bidder must specify complete details of Hardware / Infrastructure and other systems required for successful implementation of the offered Solution, in the following format.

| Hardware / Infrastructure details | | | | | | | Any other software / middle ware requirement |
|-----------------------------------|------------|-----|---------|----|----|---------------------------|--|
| Particulars | No of Core | RAM | Storage | OS | DB | TYPE (DB/APP/Web/ OTHERS) | |
| | | | | | | | |

Note:

Please mention Make / Model (if any), type and number of processors, Memory, bus speed, hard disk & Operating System number of users, license type, version etc.

The bidder must propose for the optimal size of the Hardware, Operating System, Database, Middle ware etc. keeping in view the current average and peak volume of transactions and to extrapolate the same for the full TCO period (i.e. 5 years). Proper justification for proposing the specified sizing shall be submitted by the bidder. The proposed solution should be capable of maintaining data of at least 10 years in live environment and should be accessible through the application. Thereafter the system shall provide purging & archival of data. The response time at server end shall be always less than 3 second. During the agreement period, if at any stage, it is found that the solution provided by the bidder is not able to give the requisite performance as per the sizing parameters (i.e. up time above 98.5% and response time < 3 second), Penalty clause as mentioned in RFP and SLA will be applicable.

If proposed solution requires any other database other than Oracle and Windows 2016 & above OS, bidder has to provide database & OS and absorb the cost within the TCO.

Yours faithfully,

Authorized
 Signatory
 Name:
 Designation:
 Vendor's Corporate Name
 Address
 Email and Phone #

67. Annexure M – Format for Performance Bank Guarantee (Covering Delivery obligations)

NOTE:

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

To

Central Bank of India,
Centralized Pension Processing Centre,
2nd Floor, Mumbai Main Office,
Fort, Mumbai 400001

Dear Sir,

In consideration of Central Bank of India, Centralized Pension Processing Centre, 2nd Floor, Mumbai Main Office, Fort, Mumbai 400001 placing an order for Selection of Vendor for Supply, Implementation and Maintenance of Pension Payment Solution & on ___ having registered office at _____ (herein after called the vendor) as per the purchase contract entered into by the vendor vide purchase contract no _____ dated _____ (herein after called the said contract), we _____ (Name of the Guarantor Bank), a 'scheduled Bank', issuing this guarantee through its branch at _____ presently located at _____

_____ (herein after called the bank), do hereby irrevocably and unconditionally guarantee the Bank for due performance of the vendor for Selection of vendor by the Bank for Supply, Implementation and Maintenance of Pension Payment Solutions as per the said contract entered into by the vendor with you.

If the said vendor fails to implement or maintain the system or any part thereof as per the contract and on or before the schedule dates mentioned therein, we _____ (Name of the Guarantor Bank), do hereby unconditionally and irrevocably agree to pay the amounts due and payable under this guarantee without any demur and merely on demand in writing from you during the currency of the contract stating that the amount claimed is due by way of

failure on the part of the vendor or loss or damage caused to or suffered / or would be caused to or suffered by you by reason of any breach by the said vendor of any of the terms and conditions of the said contract, in part or in full. Any such demand made on us shall be conclusive as regards the amount due and payable under this guarantee.

We _____ (Name of the Guarantor Bank), further agree that this guarantee shall continue to be valid unless you certify that the vendor has fully performed all the terms and conditions of the said contract and accordingly discharge this guarantee, or until _____, whichever is earlier. Unless a claim or demand is made on us in writing under this guarantee on or before _____, we shall be discharged from all our obligations under this guarantee. If you extend the schedule dates of performance under the said contract, as per the terms of the said contract, the vendor shall get the validity period of this guarantee extended suitably and we agree to extend the guarantee accordingly at the request of the vendor and at our discretion, provided such request is served on the bank on or before _____.

Failure on part of the vendor in this respect shall be treated as a breach committed by the vendor and accordingly the amount under this guarantee shall at once become payable on the date of receipt of demand made by you for payment during the validity of this guarantee or extension of the validity period.

You will have fullest liberty without affecting this guarantee to postpone for any time or from time to time any of your rights or powers against the vendor and either to enforce or forebear to enforce any or all of the terms and conditions of the said contract. We shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the vendor or any other forbearance act or omission on your part or any indulgence by you to the vendor or by any variation or modification of the said contract or any other act, matter or thing whatsoever which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder.

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

The words the vendor, the beneficiary of this guarantee i.e. Yourself, and ourselves i.e. _____ (Name of the Guarantor Bank), unless repugnant to the context or otherwise shall include their assigns, successors, agents, legal representatives. This guarantee shall not be effected by any change in the constitution of any of these parties and will ensure for and be available to and enforceable by any absorbing or amalgamating or reconstituted company or concern, in the event of your undergoing any such absorption,

amalgamation or reconstitution.

This guarantee shall not be revocable during its currency except with your prior consent in writing. This guarantee is non-assignable and non-transferrable.

Notwithstanding anything contained herein above:

- I) Our liability under this bank guarantee shall not exceed 3% of the TCO.
- II) This bank guarantee shall be valid up to..... (Date of expiry of Bank Guarantee)
- III) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before 12:00 hours (Indian standard time for full contract plus one year grace period) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.

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

Signature

Name

(In Block letters)

Designation

(Staff Code No.).....

Official address:

(Bank's Common Seal)

Attorney as per power of Attorney

No.Date:

WITNESS:

1(Signature with Name, Designation & Address)

2(Signature with Name, Designation & Address)

68. Annexure N – Pre-Contract Integrity Pact

Tender Ref. No:.....

INTEGRITY PACT

Whereas Central Bank of India having its registered office at Chandermukhi, Nariman Point, Mumbai, India -400 021 acting through its Department, represented by General Manager / Dy. General Manager hereinafter referred to as the Buyer and the first party, proposes to procure (Name or category of the Equipment, services, etc.) hereinafter referred to as Stores and / or Services.

M/s _____ And
represented by _____ Chief
Executive
Officer,

(which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

Whereas the Bidder/Seller is a private company/public company/
/ partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as “Party” or collectively as the “parties”, as the context may require.

1. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc. of _____ and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for 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 Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

2. Commitments of the Buyer

The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles: -

- (i) No employee of the Buyer, personally or through family members, will in connection with the tender, 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.
- (ii) The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
- (iii) The Buyer will exclude from the process all known prejudiced persons.

If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

3. Commitments of the Bidder(s) /Seller(s):

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

The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer'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 during the tendering or qualification process or during the execution of the contract.

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

(i) The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.

(ii) The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-contractor(s).

The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub-contractor(s).

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

4. Agents / Agency Commission

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter-Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

5. Previous Transgression

5.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.

5.2 If the Bidder /Seller makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

6. Company Code of Conduct

Bidders /Sellers are also advised to have a company code of conduct (clearly rejecting these of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

7. Sanctions for Violation

7.1. If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller(s) from the tender process or act as per the procedure mentioned herein below:

(i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.

(ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.

(iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.

(iv) Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.

7.2. If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

8. Compensation for Damages

- a. If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.
- b. If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

9. Price Fall Clause

The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU during the currency of the contract and if it is found at any stage that same or similar product / Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded”.

10. Independent External Monitor(s)

- 10.1 The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in RFP).
- 10.2 As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.
- 10.3 The Bidder(s) / Seller(s) if they deem it necessary, may furnish any information as relevant to their bid to the Independent External Monitors.
- 10.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.
- 10.5 If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.

10.6 The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, Central Bank of India, Chander Mukhi, Nariman Point, Mumbai 400021, within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

11. Law and Place of Jurisdiction

This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Mumbai, India.

12. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings.

13. Integrity Pact Duration.

13.1. This Integrity Pact begins when both parties have legally signed it. It expires for the successful Bidder / Seller 10 months after the last payment under the contract, and for all other Bidders / Sellers within 6 months from date of placement of order / finalization of contract.

13.2. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, Central Bank of India.

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

14. Other Provisions

14.1. Changes and supplements need to be made in writing. Side agreements have not been made.

14.2. The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

14.3. In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

14.4. Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.

14.5. This Integrity Pact is signed with Central Bank of India exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.

14.6. The Parties here by sign this Integrity Pact at _____ on _____
(Seller/Bidder) and ___ on _____ (Buyer)

BUYER
Signature:
General Manager/Dy G M,
Central Bank of India,
.....Division

BIDDER * /SELLER*
Signature:
Authorized Signatory (*)

Date:
Stamp:

Date:
Stamp:

Witness

Witness

1. _____
2. _____

1. _____
2. _____

(*) – Authorized signatory of the company who has also signed and submitted the main bid.

69. Annexure O – Bid Query Format

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

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

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

Place :
Date :
Signature :
Name & Designation :
Business Address :

70. Annexure P – Know Your Employee (KYE) Clause

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

1. We _____ (name of the company) hereby confirm that all the Resource (both on-site and off-site) deployed/to be deployed on Bank's project for

 (Name of the RFP) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.

2. We undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages, claim penalties expenses, legal liability because of noncompliance of KYE and of misconduct of the employee deployed by us to the Bank.

3. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, Educational document, etc) to Bank before deploying officials in Bank premises for. ____ (Name of the RFP).”

Signature of Competent Authority with company seal _____

Name of Competent Authority _____

Company / Organization _____

Designation within Company / Organization _____

Date _____

Name of Authorized Representative _____

Designation of Authorized Representative _____

Signature of Authorized Representative _____

Verified above signature

Signature of Competent Authority _____

Date _____

71. Annexure Q – Certificate for Confirmation of MSME/NSIC Firms

(in Letter head of Chartered Accountant)

Date:

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s. _____, having registered office at _____ has made an original investment of Rs. ____/- in _____, and Turnover is Rs. _____, as per Audited Balance Sheet as on 31.03.2023. Further we certify that the Company is classified under SME as per MSME Act 2006.

We have checked the books of the accounts of the company and certify that the above information is true and correct.

.
.....
.

Chartered Accountant Firm Name

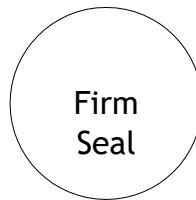
Signature

Name

Reg.No

.....
.....
.....
.....
.....
.....
.....

VID No..



72. Annexure R – Certificate of Local Content for Make in India (MII)

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

Date:

To,

Central Bank of India,
 Centralized Pension Processing Centre,
 2nd Floor, Mumbai Main Office,
 Fort, Mumbai 400001

Dear Sir,

Ref.: RFP No.: _____ **Dated:** _____

1. This is to certify that proposed _____ <product details> is having the local content of _____ % as defined in the above-mentioned RFP.
2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated June 04, 2020.
3. _____ (Details of Locations where value additions are made and break up of local content percentage should be provided)

Signature with company

sealName:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Date:

Name of Authorised Representative: _____

Signature of Authorized Representative: _____

73. Annexure S - Restriction on Procurement due to National Security

*(This Certificate should be submitted on the letterhead of the bidder as well as the OEM/
Manufacturer duly signed by an authorized signatory)*

Date:

To,

Central Bank of India,
Centralized Pension Processing Centre,
2nd Floor, Mumbai Main Office,
Fort, Mumbai 400001

Dear Sir,

Ref.: RFP No.: _____ **Dated:** _____

1. "I have read the clause regarding restrictions on procurement from a bidder/OEM of a country which shares a land border with India; / certify that this bidder is not from such a country or, if from such a country, have been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"
2. I have read the clause regarding restrictions on procurement from a bidder/OEM of a country which shares a land border with India and on subcontracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, have been registered with the Competent Authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with competent authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by competent authority shall be attached)

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

74. Annexure T – Scoring Methodology

This evaluation will be carried out on a total score of 100 on the basis of the following evaluation parameters defined in this section.

After qualifying the eligibility criteria, the evaluation will be a three stage process. The stages are:

- Technical Bid Evaluation
- Commercial Bid Evaluation
- Reverse Auction process

18.01. Technical Bid Evaluation

The vendor needs to achieve a cut – off score of 75 marks in this evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation. Further the vendor must score a minimum of 85% compliance in Functional and Technical Specifications compliance. Even if the vendor meets the 75% mark cut-off and does not meet this criterion of 85% compliance, the vendor would have deemed not to be meeting the TENDER Functional and Technical requirements. The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under.

| Criteria | Evaluation Parameters | Sub Scores |
|--|--|------------|
| The number of Implementations completed in other banks as per eligibility criteria (Annexure- C) in the last 3 years. ** | For each Implementation (Maximum marks - 5) | 15 |
| | Maximum marks | |
| Technical Specifications compliance | As per Technical specification requirement Given in Annexure- E. | 30 |
| Presentation cum interview | Evaluation on the following Parameters | |
| | Parameters | Max Marks |
| | Quality of Product/solution/user friendliness | 5 |
| | POC (Proof of Concept and site inspection is to be provided to the Bank by the Eligible Bidder)- Technical efficiency, data storage & process speed. | 10 |
| | | 15 |

| | | |
|--|--|-----|
| Technical Criteria compliance as per Technical Specification (Annexure E – Functional Scoring Sheet) | Technical Presentation with Product Demonstration on Proposed Solution by the Bidder: Technical presentation will be evaluated on the following parameters: <ol style="list-style-type: none"> 1. Proposed Solution features (adaptability, accuracy, flexibility, stability, suitability, feasibility etc.,) 2. IT architecture, approach and methodology 3. Compatibility with existing systems such as CBS, DMS, AML, EFRMS, LLMS etc., 4. Security Aspects..... Product Demonstration: Demonstration of in-depth understanding of the proposed project’s technical and functional requirements. Major Criteria for demonstration (but not limited to) given in Annexure E. In case Bank during this demonstration feels that any of the feature is not available and needs to be customized then no marks shall be allotted and if customization is not required and the feature is readily available then mark shall be allotted. | 40 |
| TOTAL MARKS | | 100 |

**** Copies of Work order /client reference/ inspections to be provided.**

Technical Criteria compliance as per Technical Specification (Annexure- E– Functional Scoring Sheet)

| Mandatory | | Desired | |
|-----------|------------------------------|---------|------------------------------|
| Marks | Description | Marks | Description |
| 10 | RA- Readily Available | 5 | RA- Readily Available |
| 5 | CU - Customization required. | 3 | CU - Customization required. |
| 0 | NA - Not Available | 0 | NA - Not Available |

Total marks obtained will be proportionately converted to the maximum score of 100 marks in Annexure T – Methodology of Scoring.

Example: If one bidder gets 600 marks out of 800 marks in Annexure E, the final score will be obtained by $600/800 \times 20 = 15$ marksout of 20 in Annexure T – Methodology of scoring.

Further the Bank’s officials would visit reference sites provided by the Vendor if deemed

necessary. In case there is only one vendor having technical score of 75 or more, the Bank may, at its sole discretion, also consider the next highest.. technical score and qualify such vendor. In case, none of the participating vendors qualify on technical criteria and reach or exceed the cut-off score of 75, then the Bank, at its sole discretion, may qualify two vendors on the basis of the top 2 scores. However, the Bank at its discretion may reject the proposal of the Vendor or will not consider vendor below cutoff marks by relaxing as mentioned above, if in the Bank's opinion the Vendor could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the customer contacts / site visited are negative or the proposed solution does not meet the Bank's functional and technical requirement.

The vendor who achieves the required cut – off technical score as part of technical evaluation shall be qualified for commercial bid opening. The commercial bid would be evaluated based on a “Total Cost of Ownership” (‘TCO’) basis.

The Commercial Bids of bidders who qualified in technical evaluation shall be opened and the final selection will be done as per Reverse Auction procedure as per Annexure- U. (Please refer to Annexure –U, U (A), U (B), U (C) for business rules of Reverse Auction).

In case of Reverse Auction, in the tender, if the bidder quoting higher price (higher by more than 20%) as compared to the average price quoted (average of all technically qualified bidders) for all items in aggregate, the same bidder may not be called for reverse auction process. Due to such price variations, bidders are not eligible to be called for Reverse Auction and only one bidder is left commercially eligible, in such case, the work/contract may be awarded to the L1 bidder.

Bidder categorized as L1 in reverse auction would be the Successful Bidder and no negotiation will be carried out further with L1 Bidder. If Reverse auction not conducted due to any reason, Bank will carry out negotiation with the available L1 bidder

75. Annexure U - Business Rules for Reverse Auction

Business rules for Bank's "Request for Proposal for Selection of Vendor for Supply, Implementation and Maintenance of Web Based Pension Payment Solution" Reverse Auction through E- Procurement.

The detailed procedure for Reverse Auction to be followed in the Request for Proposal for "Selection of Vendor for Supply, Implementation and Maintenance of Web Based Pension Payment Solution" Project is given below:

The response to the present tender will be submitted by way of submitting the Technical offer & Indicative Commercial offers in separate sealed covers. The technical details with the relevant information /documents/acceptance of all terms and conditions strictly as described in this tender document will have to be submitted by the Bidders. The Indicative commercial bids submitted by the Bidders who are short listed in the technical bid evaluation process will be opened and those Bidders will be invited to participate in the online Reverse Auction to be conducted by the company selected by the Bank. Bidders who are short listed from Technical evaluation will be trained by the Reverse Auction Company for this purpose, and they will have to abide by the E-business rules framed by the Bank in consultation with Reverse Auction Service provider. The e-business rules are furnished hereunder in this document.

Further, please note that the Bidder(s) who do not qualify in the technical bid processes will not be considered for participation in Reverse Auction. For participating in reverse auction digital signature is a pre-requisite.

BUSINESS RULES FOR REVERSE AUCTION

1. APPLICABILITY

- 1.1. Reverse Auctions are carried out under the framework of rules that are called Business Rules.
- 1.2. All bidders participating in Reverse Auction shall understand/accept and give an undertaking for compliance with the same to the Bank in the prescribed format Exhibit-A .
- 1.3. Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

2. ELIGIBILITY:

- 2.1. Only bidders who have submitted Integrity pact (IP) signed by authorized signatory, technically qualified and who submit the prescribed undertaking to the Bank alone can participate in Reverse Auction relevant to the procurement for which RFP is floated.

3. COMPLIANCE/CONFIRMATION FROM BIDDERS:

3.1. The bidders participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the RFP:

- 3.1.1. Acceptance of Business Rules for Reverse Auction and undertaking as per format in Exhibit-A (Annexure U).
- 3.1.2. Agreement between service provider and bidder. (This format will be given by the service provider prior to announcement of Reverse Auction.)
- 3.1.3. Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in Exhibit-B (Annexure U).
- 3.1.4. Undertaking of Process Compliance Statement for Reverse Auction as per format prescribed in Exhibit – C (Annexure U).

4. TRAINING

- 4.1. The Bank will facilitate training for participation in Reverse Auction either on its own or through the service provider for the Reverse Auction.
- 4.2. Where necessary, the Bank/service provider may also conduct a 'mock reverse auction' to familiarize the bidders with Reverse Auction process.
- 4.3. Any bidder/bidder not participating in training and/or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.

5. TOTAL COST OF OWNERSHIP (TCO)

- 5.1. TCO refers to the aggregate amount payable by the Bank for transfer of ownership.
- 5.2. TCO shall encompass but not be limited to the following:
 - 5.3. Cost of services, perpetual enterprise level licenses, Onsite support, Product upgradation & customization etc.,
 - 5.4. Cost of software, apps etc.,
 - 5.5. Installation, implementation and commissioning charges, if any.
 - 5.6. The prices should include the comprehensive onsite warranty maintenance, services, and visits to the concerned offices as specified in the RFP.
 - 5.7. Training costs for the product/service/equipment if and as defined in RFP.
 - 5.8. ATS charges for the period as specified in the RFP
 - 5.9. TCO, however, shall not include variables of GST. These shall be paid as per actual and on production of receipts. However, no penalties respecting GST shall be paid by the Bank and the bidder shall bear such expenses.

6. DATE/TIME FOR TRAINING

- 6.1. The Venue, Date, Time etc. for training in Reverse Auction shall be advised at the appropriate time.
- 6.2. The Bank shall Endeavour to fix such Date/Time at mutual convenience to the bidder/s, service provider and the Bank.
- 6.3. No request for postponement/fixing of Training Date/Time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the Reverse Auction or the whole process of selection of bidder.

7. DATE/TIME OF REVERSE AUCTION

- 7.1. The Date and Time of commencement of Reverse Auction as also Duration of 'Reverse Auction Time' shall be communicated at least 3 working Days prior to such auction Date.
- 7.2. Any force majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but, the Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such 'Reverse Auction'.

8. CONDUCT OF REVERSE AUCTION

- 8.1. The Reverse Auction shall be conducted on a specific web portal meant for this purpose.
- 8.2. The Reverse Auction may be conducted by the Bank itself or through a service provider
Specifically identified/appointed/empanelled by the Bank.

9. SERVICE PROVIDER'S ROLE & RESPONSIBILITIES

- 9.1. In all Reverse Auctions conducted by the Bank through a Service Provider, the Bank shall enter into a separate agreement clearly detailing the role and responsibilities of the service provider hosting the web portal for the Reverse Auction.
- 9.2. For creating necessary obligations and rights, the service provider will also enter into an agreement with each bidder as per a format designed by him for this purpose. The Bank shall resolve any points/issues concerning such agreement of bidder and service provider.
- 9.3. While a Service Level Agreement (SLA) by the bank with the service provider is an arrangement for smooth and fair conduct of the Reverse Auction, the Bank shall be directly responsible to bidders for fair and transparent conduct of Reverse Auction.
- 9.4. The service provider at the end of each Reverse Auction shall provide the bank with all details of the bids and reports of reverse auction.
- 9.5. The service provider shall also archive the data pertaining to the Reverse Auction for a minimum period of 3 years.

10. **TRAINING AND AUCTION**

- 10.1. Service provider / auctioneer are responsible for conduct of adequate training to all technically qualified bidders representing the reverse auction and bidding process.
- 10.2. Each bidder / bidder shall participate in the training at his / their own cost.
- 10.3. Wherever it is considered necessary and asked by the bidders or as decided by the auctioneer or by Bank a mock auction may also be conducted for the benefit of all concerned.
- 10.4. Authorized representatives of the bidders named in the authorization letter given by the bidder (Exhibit-B) shall be given unique user name, password by the service provider / auctioneer.
- 10.5. Each bidder shall change the password and edit the information in the registration page after receipt of initial password.
- 10.6. All the bids made from the login ID given to bidder shall ipso-facto be considered bid made by the bidder / bidder to whom login ID and password were assigned by the service provider / auctioneer.
- 10.7. Any bid once made through registered login ID / password by the bidder / bidder cannot be cancelled. The bidder, in other words, is bound to sell the "Offering" as per the RFP at the bid price of TCO.
- 10.8. Every successive bid by the bidder / bidder being decremented bidding shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall prevail over the earlier bids.
- 10.9. The Bank shall conduct the reverse auction as per the Standard English reverse auction, that is, no two bids can have identical price from two different bidders. In other words, there shall never be a "Tie" in bids.

11. **PROXY BID**

- 11.1. A proxy bid is one where bidder can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is decrementally reached by other bidders.
- 11.2. When proxy bid amount is reached, the bidder has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.
- 11.3. Since it is an English auction with no ties, two bidders submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.

11.4. During training, the issue of proxy bidding will be clarified in detail by the service provider.

12. TRANSPARENCY IN BIDS

12.1. All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

12.2. MASKING OF NAMES

12.3. Names of bidders/ bidders shall be anonymously masked in the Reverse Auction process and bidders will be given suitable dummy names.

12.4. After completion of Reverse Auction, the service provider / auctioneer shall submit a report to the Bank with all details of bid and the original names of the bidders as also the L1 bidder with his / their original names.

13. START PRICE

13.1. Bank shall determine the start price either on its own or through asking for information of price band on TCO from each bidder at appropriate time during or at the conclusion of technical evaluation. Based on the price band so informed by bidders, Bank would determine the start price for reverse auction.

14. DECREMENTAL BID VALUE

14.1. The bidders shall be able to bid only at a specified decrement value and not at any other fractions. The Bid decrement value shall be Rs.25,000/- or 0.25% of the Start price of the Reverse Auction, whichever is higher.

14.2. The bid decrement value shall be rounded off to the nearest thousands of rupees.

14.3. For the sake of convenience of bidders, the web portal shall display the next possible decremented value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level. and should not exceed 5% of the bid value)

15. COPY OF BUSINESS RULES

15.1. The Bank shall supply copy of the Business rules to any bidders / bidders, wishing to participate in the reverse auction. Such request shall be made in writing to the Bank by an authorized representative of the bidder.

15.2. The Bank shall also handover a copy of the Business Rules with a covering letter duly signed by an authorized signatory of the Bank.

15.3. For any dispute concerning the Business Rules, the hard copy of Business Rules

supplied by the Bank for the reference of reverse auction process will alone be considered final and bidding.

16. SPLITTING OF ORDERS

- 16.1. If any RFP specifically authorizes splitting of orders for the sake of reducing dependency on single source of supply or provision of service, Bank is entitled to split the order in the order and as provided in RFP.
- 16.2. While splitting the order, Bank shall specify the maximum quantum for L1, L2 etc. in RFP.
- 16.3. In case L2 bidder is not willing to supply at L1 price, Bank shall call L3, L4 etc. in order to arrive at the split quantum to be awarded.
- 16.4. The Bank shall also be entitled to award the contract to L2, L3 or L4 etc. bidders in the event of L1 bidder backing out to honor the commitment, or for that matter not in a position to supply the offering as per RFP.

17. REVERSE AUCTION PROCESS

- 17.1. In order to reduce the time involved in the procurement process, Bank shall be entitled to complete the entire procurement process through a single Reverse Auction. For this purpose, Bank shall do all it can to award the contract to L1 bidder or in the circumstances where awarding of contract may have to be done to the L2, L3 bidder as provided for in the RFP.
- 17.2. The Bank shall however, be entitled to cancel the procurement of Reverse Auction, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.
- 17.3. The successful bidder shall be obliged to provide a Bill of Material at the last bid price at the close of auction.

18. EXPENDITURE ON REVERSE AUCTION

- 18.1. All expenses of reverse auction shall be borne by the Bank.
- 18.2. Bidders, however, shall attend the training or mock auction at their own cost.

19. CHANGES IN BUSINESS RULES

- 19.1. Any change in Business Rules as may become emergent and based on the experience gained shall be made only by a Committee of senior / top executives of the Bank.
- 19.2. Any / all changes made in Business Rules shall be uploaded in the Website immediately.
- 19.3. If any reverse auction process has commenced and a change is made in Business Rules, it shall be informed immediately to each bidder/ bidder and his concurrence to / acceptance of the change shall be obtained in writing by the Bank.

20. DON'TS APPLICABLE TO THE BIDDER/BIDDER

- 20.1. No bidder shall involve himself / itself or any of his / its representatives in any price

manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the bidder / bidders concerned from the reverse auction process.

- 20.2. Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.
- 20.3. Neither Bank nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. (Bank shall, however, entertain any such issues of interruptions, problems with open mind and fair degree of transparency in the process before deciding to stop or extend the auction.)

21. **GRIEVANCES REDRESSAL**

- 21.1. Any aggrieved bidder / bidder through Reverse Auction process can make complaint in writing within 48 hours of the Reverse Auction to the Chief Compliance Officer of the Bank.
- 21.2. The Chief Compliance Officer along with the Chief Law Officer of the bank and Chief of Audit Dept. shall give personal hearing to the aggrieved bidder / bidder and decide upon the complaint / grievance.
- 21.3. Decision of the Grievance Redressal Committee shall be binding on the Bank as well as on all bidders participating in the Reverse Auction.
- 21.4. Any bidder can also make complain in writing to our IEM's within 48 hours of the Reverse auction.

22. **ERRORS AND OMISSIONS**

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

Place:

Date:

Signature:

Name & Designation:

Business Address:

76. Annexure U (A) - Compliance Statement – Reverse Auction

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

Exhibit -A

To,

Central Bank of India,
 Centralized Pension Processing Centre,
 2nd Floor, Mumbai Main Office,
 Fort, Mumbai 400001

DECLARATION

- 1 We _____ (name of the company) hereby confirm having submitted our bid for participating in Bank's RFP dated _____ for procurement of
- 2 We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
- 3 We hereby undertake and agree to abide by all the terms and conditions stipulated by Central Bank of India in the RFP document including all annexure and the Business Rules for Reverse Auction.
- 4 We shall participate in the on-line auction conducted by _____ Ltd. (Auction Company) and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auction company.
- 5 We, hereby confirm that we will honor the Bids placed by us during the auction process, failing which we shall be suspended from participating in future tender for 2 years. We also understand that the bank may debar us from participating in future tenders.
- 6 We confirm having nominated Mr. _____, designated as _____ of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in Reverse Auction.
- 7 We undertake to submit the confirmation of last bid price by us to the auction company/Bank within 24 working hours of the completion of event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP.

Signature with

company seal Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Date:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Verified above signature

Competent Authority Signature: _____

Date: _____

77. Annexure U (B) - Letter of Authority for Participation in Reverse Auction

Exhibit –B

To,

Central Bank of India,
 Centralized Pension Processing Centre,
 2nd Floor, Mumbai Main Office,
 Fort, Mumbai 400001

- 1 We _____(name of the company) have submitted our bid for participating in Bank's RFP dated _____for procurement of _____.
- 2 We also confirm having read and understood the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
- 3 As per the terms of RFP and Business rules, we nominate Mr. _____, designated as _____of our company to participate in the Reverse Auction.
- 4 We accordingly authorize Bank and / or the Auction Company to issue user ID and password to the above named official of the company.
- 5 Both Bank and the auction company shall contact the above named official for any and all matters relating to the Reverse Auction.
- 6 We, hereby confirm that we will honor the Bids placed by Mr. _____on behalf Of the company in the auction process, failing which we shall be suspended from participating in future tenders for 2 years. We agree and understand that the bank may debar us from participating in future tenders for any such failure on our part.

Signature with
 company seal Name –
 Company/ Organization
 Designation within Company /
 Organization Address of Company /
 Organization
 Date:

Name of Authorized Representative: _____
 Signature of Authorized Representative: _____
 Verified above signature
 Signature of Competent Authority: _____
 Date: _____

78. Annexure U (C) - Undertaking of Process Compliance Statement for RA

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

Exhibit – C

Place:

Date:

To,
 Central Bank of India,
 Centralized Pension Processing Centre,
 2nd Floor, Mumbai Main Office,
 Fort, Mumbai 400001

Sir,

Subject: Our bid for RFP for Selection of Vendor for Supply, Implementation and Maintenance of Web Based Pension Payment Solution.

This letter is to confirm that:

1. The undersigned is authorized representative of the company.
2. We have studied the Commercial Terms and the Business Rules governing the Reverse Auction as mentioned in the RFP and confirm our agreement to them.
3. We confirm that Central Bank of India and Auction Service Provider shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc before or during the auction event.
4. We also confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
5. We also confirm that we will mail the price confirmation & break up of our quoted price as per Annexure G within 24 hour of the completion of the reverse auction.
6. We, hereby confirm that we will honour the bids placed by us during the auction process.

Signature with company

sealName –

Company/ Organisation

Designation within Company / Organisation

Address of Company / Organisation

Date:

Name of Authorized Representative: _____

_____ Signature of Authorized

Representative: _____ Verified above

signature

Signature of Competent Authority: _____

Date: _____

79. Annexure V – Bid Security Declaration

To
Central Bank of India,
Centralized Pension Processing Centre,
2nd Floor, Mumbai Main Office,
Fort, Mumbai 400001

Dear Sir,

Subject: Request for Proposal (RFP) for Selection of Vendor for Supply, Implementation and Maintenance of Web Based Pension Payment Solution.

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

We, also hereby declare that:

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

Then, our participation in future tenders is liable to be suspended for 5 years from the date of submission of Bid.

Yours faithfully,

Date :-

For _____

Signature _____

Name _____

Authorized Signatories
(Name & Designation, seal of the firm)

80. Annexure W - Undertaking of Information Security

(This letter should be on the letterhead of the bidder as well as the OEM/ Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement)

Place:

Date:

To:

Central Bank of India,
Centralized Pension Processing Centre,
2nd Floor, Mumbai Main Office,
Fort, Mumbai 400001

Sir,

Subject: Request for Proposal (RFP) for Selection of Vendor for Supply, Implementation and Maintenance of Web Based Pension Payment Solutions.

We hereby undertake that the proposed solution / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Yours faithfully,

Authorized

SignatoryName:

Designation:

Vendor's Corporate Name

Address

Email and Phone #