



**Request for Proposal for  
Appointment of Consultant  
for**

**“Assisting Bank in Implementation of RBI’s Master Directions on outsourcing of Information Technology Services Dated 10<sup>th</sup> April 2023, IT Governance, Risk, Controls and Assurance Practices Dated 7<sup>th</sup> November 2023 and Digital Personal Data Protection (DPDP) Act 2023”**

**Tender Reference No.**

**CO:DIT:NEO:PUR:2023-24:399**

**Date: 11.03.2024**

Central Bank of India  
Cent Neo,  
Floor 6, Tower 5,  
Belapur Railway Station Complex,  
CBD Belapur, Navi Mumbai- 400614

## Definitions and Abbreviations

AI	Artificial Intelligence
AMC	Annual Maintenance Contract
ATM	Automatic Teller Machine
ATS	Annual Technical Support
ASP	Application Service Provider
Bank	Central Bank of India
BFSI	Banking Finance Services and Insurances
BOM	Bill of Materials
BTech	Bachelor in Technology
CBS	Core Banking Solution
CISO	Chief Information Security Officer
CO	Central Office
DC	Data Centre
DIT	Department of Information Security
DPDP	Digital Personal Data Protection
DRC	Disaster Recovery Centre
EMD	Earnest Money Deposit
IT	Information Technology
IS	Information Security
KYC	Know Your Customer
MBA	Master in Business Application
MCA	Master in Computer Application
ML	Machine Learning
MTech	Master in Technology
NBFC	Non-Banking Financial Company
NTB	New To Bank
NRI	Non Resident Indian
NDA	Non-Disclosure Agreement
PBG	Performance Bank Guarantee
PO	Purchase Order
PMO	Project Management Office
RBI	Reserve Bank of India
RE	Regulated Entity
RFP	Request for Proposal
RO	Regional Office
RRB	Regional Rural Bank
SI	System Integrator
SOP	Standard Operating Procedures
SP	Service Provider
SLA	Service Level Agreement
TAT	Turn Around Time
VAPT	Vulnerability Assessment and Penetration Testing
ZO	Zonal Office

## Table of Contents

### Contents

<b>1. Introduction:</b>	<b>8</b>
<b>2. Disclaimer</b>	<b>8</b>
<b>3. Invitation for Tender Offer</b>	<b>9</b>
<b>4. Brief of the Project:</b>	<b>10</b>
<b>5. Duration of Contract</b>	<b>12</b>
<b>6. For Respondent Only</b>	<b>12</b>
<b>7. Structure of the RFP Document</b>	<b>12</b>
<b>8. Costs Borne by Respondents</b>	<b>12</b>
<b>9. No Legal Relationship</b>	<b>12</b>
<b>10. Recipient Obligation to Inform Itself</b>	<b>12</b>
<b>11. Evaluation of Offers</b>	<b>13</b>
<b>12. Acceptance of Terms</b>	<b>13</b>
<b>13. Ownership of Intellectual Property Rights shall remain with the Bank</b>	<b>13</b>
<b>14. Lodgment of RFP Response</b>	<b>13</b>
<b>15. RFP Details</b>	<b>13</b>
<b>16. Bid Validity Period</b>	<b>14</b>
<b>17. Requests for Information</b>	<b>14</b>
<b>18. Disqualification</b>	<b>14</b>
<b>19. Process</b>	<b>14</b>
<b>20. Deliverables required from Consultant</b>	<b>14</b>
<b>21. Scope of Work</b>	<b>16</b>
<b>22. TIMELINES:</b>	<b>21</b>
<b>23. List of key professionals</b>	<b>21</b>

<b>24. Eligibility Criteria:</b>	<b>23</b>
<b>25. Bid - Evaluation Process</b>	<b>25</b>
25.1 Bidder Selection/Evaluation Process:	25
25.2 Technical Bid Evaluation Criteria:-	26
25.3 Technical Bid Evaluation Methodology	28
25.4 Techno-Commercial Evaluation:	29
<b>26. Payment Terms</b>	<b>30</b>
<b>27. Other Payment Terms</b>	<b>30</b>
<b>28. Key Guidelines</b>	<b>31</b>
<b>29. Submission of Bids</b>	<b>32</b>
<b>30. Opening of Bids</b>	<b>32</b>
<b>31. Proposal Modification</b>	<b>33</b>
<b>32. Clarification of Bids</b>	<b>33</b>
<b>33. Result Notification</b>	<b>33</b>
<b>34. Cost of Responses</b>	<b>33</b>
<b>35. No commitment to accept lowest or any bid</b>	<b>33</b>
<b>36. Correction of Errors</b>	<b>33</b>
<b>37. Bid Validity Period</b>	<b>34</b>
<b>38. Addendum/ Corrigendum</b>	<b>34</b>
<b>39. Pre-Bid Meeting</b>	<b>34</b>
<b>40. Procedure for submission of online bids</b>	<b>35</b>
<b>41. Errors and Omissions</b>	<b>41</b>
<b>42. Award of Contract</b>	<b>41</b>
<b>43. Rejection of Bids</b>	<b>42</b>
<b>44. Signing of Contract</b>	<b>42</b>
<b>45. Legal Compliance</b>	<b>42</b>
<b>46. Governing Law and resolution of dispute</b>	<b>42</b>

<b>47. Amendment to Contract</b>	<b>43</b>
<b>48. Correspondence and Notices</b>	<b>43</b>
<b>49. General Terms and Conditions</b>	<b>43</b>
<b>50. Execution of SLA/NDA</b>	<b>43</b>
<b>51. Governing Language</b>	<b>43</b>
<b>52. Applicable Law</b>	<b>43</b>
<b>53. Authorized Signatory</b>	<b>43</b>
<b>54. Applicable Law and Jurisdiction of court</b>	<b>43</b>
<b>55. Cancellation of Contract and Compensation</b>	<b>43</b>
<b>56. Exit option</b>	<b>44</b>
<b>57. Non-payment of professional Fees</b>	<b>44</b>
<b>58. Subcontracting</b>	<b>44</b>
<b>59. Liquidated Damages</b>	<b>44</b>
<b>60. Delays in Bidder's Performance</b>	<b>44</b>
<b>61. FORCE MAJEURE</b>	<b>45</b>
<b>62. Survival of Clauses</b>	<b>45</b>
<b>63. Audits</b>	<b>45</b>
<b>64. Professional Fees/ Charges</b>	<b>46</b>
<b>65. Expenses and Taxes</b>	<b>46</b>
<b>66. Non-negotiability on RFP</b>	<b>46</b>
<b>67. Assignment</b>	<b>46</b>
<b>68. Limitation of Liability</b>	<b>47</b>
<b>69. Indemnity</b>	<b>47</b>
<b>70. Confidentiality of Bid documents and Confidentiality of the Project</b>	<b>48</b>
<b>71. Successful Bidder's Personnel</b>	<b>50</b>

<b>72. Other Terms and Conditions</b>	<b>51</b>
72.1 Bank reserves the right to:	51
72.2 Professionalism:	51
72.3 Adherence to Standards:	52
72.4 EXPENSES:	52
72.5 Resource Assignment	52
72.6 Resource Planning	52
72.7 Non Participation	52
<b>73. Substitute of Project Team Members</b>	<b>52</b>
<b>74. Integrity Pact (IP)</b>	<b>52</b>
<b>75. Adherence to Laws and Standards</b>	<b>53</b>
<b>76. Conflict of Interest</b>	<b>54</b>
<b>77. Performance Bank guarantee.</b>	<b>54</b>
<b>78. Transfer of Agreements</b>	<b>54</b>
<b>79. Corrupt and fraudulent practices</b>	<b>54</b>
<b>Annexure - I:: Submission Checklist</b>	<b>57</b>
<b>Annexure – II ::Compliance Certificate</b>	<b>58</b>
<b>Annexure – III: Bidder's Particulars</b>	<b>59</b>
<b>Annexure- IV :: Tender Offer Cover Letter</b>	<b>60</b>
<b>Annexure V:: Eligibility Criteria</b>	<b>61</b>
<b>Annexure- VI :: Technical Evaluation Criteria</b>	<b>63</b>
<b>Annexure – VII :: Performance Bank Guarantee Format</b>	<b>65</b>
<b>Annexure – VIII :: Non-Disclosure Agreement Format</b>	<b>68</b>
<b>Annexure – IX :: Pre Bid Query Format</b>	<b>72</b>
<b>Annexure – X ::Bid Undertaking Letter</b>	<b>73</b>
<b>Annexure – XI ::Bill of Material (Total cost of Ownership – TCO)</b>	<b>74</b>
<b>Annexure-XII Bank Guarantee in lieu of EMD</b>	<b>75</b>
<b>Annexure – XIII :: Integrity Pact</b>	<b>76</b>
<b>Annexure -XIV:: Experience Detail (Technical Evaluation)</b>	<b>81</b>

<b>Annexure - XV:: Experience Detail (Eligibility Criteria)</b>	<b>82</b>
<b>Annexure –XVI :: Proposed Team Profile</b>	<b>83</b>
<b>Annexure –XVII :: Turnover , P &amp; L and Net Worth</b>	<b>84</b>
<b>Annexure –XVIII :: Undertaking for Non-Blacklisting / Non-Debarment of the bidder</b>	<b>85</b>

**Request for Proposal (RFP) for Appointment of Consultant for Assisting Bank in Implementation of RBI's Master Directions on outsourcing of Information Technology Services Dated 10th April 2023, IT Governance, Risk, Controls and Assurance Practices Dated 7th November 2023 and Digital Personal Data Protection (DPDP) Act 2023.**

**1. Introduction**

Central Bank of India, The Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 having its Central Office at Chandermukhi, Nariman Point, Mumbai-400021 hereinafter called "Bank" and having 90 Regional Offices (ROs), 12 Zonal Offices (ZOs) and 4500 plus branches spread across India.

**2. Disclaimer**

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

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

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

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

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



### 3. Invitation for Tender Offer

Central Bank of India (hereby referred "Central Bank of India" or "Bank") invites offer for Technical bid (online) and Commercial bid (online) from suitable eligible consulting bidders. In this RFP document, the term "bidder/vendor/prospective bidder/consultant" refers to the primary bidder responsible for delivering services and documents mentioned in the scope of work in this RFP document.

The Schedule and tender details are given below-

Tender Reference Number	CO:DIT:NEO:PUR:2023-24:399
Cost of RFP: Non-Refundable	₹2,000/- (Rs. Two Thousand Only) including taxes
Date of RFP Issue	11/03/2024
Bid Security (EMD)	An amount of Rs. 3,00,000/- (Rs.Three Lakh only) in the form of Bank Guarantee issued by a scheduled commercial bank other than Central Bank of India for the entire period of Bid validity plus 3 months or by means of banker's cheque/ Account Payee Demand Draft /RTGS/NEFT in the account no.- 3287810289 of Central Bank of India (IFSC Code – CBIN0283154) with narration Tender ref no CO:DIT:NEO:PUR:2023-24:399 in favour of "Central Bank Of India" and payable at Mumbai City.
e-mail IDs for sending queries and Last Date for submission of queries	cmitneosec@centralbank.co.in, cmitinterface@centralbank.co.in, smitpurchase@centralbank.co.in, Latest by 18/03/2024 up to 17:00 hrs. Queries to be submitted with Proof of remittance of document/Tender cost
Date and time for Pre-Bid Meeting,	19/03/2024 at 11:30hrs.
Last Date and Time submission of Bids Mode of bid submission & online portal's URL	15/04/2024 up to 15:00 hrs. Mode-Online URL: <a href="https://centralbank.abcpurchase.com/EPROC">https://centralbank.abcpurchase.com/EPROC</a>
Time & Date of Opening of technical bids	15/04/2024 at 15:30 hrs.
Response Types	1.Document Cost plus Bid Security/EMD 2.Technical Bid 3.Commercial Bid
Address for Communication	Dy. General Manager-IT Cent Neo, Central Bank Of India Floor 6, Tower 5, Belapur Railway Station Complex, CBD Belapur, Navi Mumbai- 400614 Mail address: cmitneosec@centralbank.co.in, cmitinterface@centralbank.co.in, smitpurchase@centralbank.co.in

Contact Telephone Numbers	022 - 27582460, 27582462, 67123669
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If any of the above dates fall on a holiday or become holiday due to regulatory or other reasons beyond control of the Bank, then the next valid date in such case will be the next working day of the Bank.

The pre-bid meeting will be held in person with the bidders who have submitted proof of remittance of document/Tender cost or exemption certificate of MSME by email to the Bank on or before the stipulated time.

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

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

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

Tender offers will normally be opened half an hour after the closing time. Any tender received without Document/Tender Cost, will be disqualified.

Technical Specifications, Terms and Conditions and various format and Performa for submitting the tender offer are described in the tender document and its Annexures.

#### 4. Brief of the Project:

This Request for Proposal ("RFP") has been prepared as Bank envisages to appoint consultant to assist the Bank in Implementation of followings, as per the scope of this RFP :

- i) **Section A:** RBI's Master Directions on outsourcing of Information Technology Services Dated 10th April 2023.
- ii) **Section B:** RBI's Master Directions on IT Governance, Risk, Controls and Assurance Practices Dated 7th November 2023.
- iii) **Section C:** Digital Personal Data Protection (DPDP) Act 2023.

#### Objective of the RFP

- A. Reserve Bank of India (RBI) vide its Circular No. RBI/2023-24/102, DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated: 10th April 2023 has issued a Master Direction on outsourcing of Information Technology Services.

The guidelines under this Direction stress upon the effective management of risks associated with the outsourcing of IT and IT enabled Services by the Regulated Entities (REs). The underlying principle of this Master Direction is to ensure that outsourcing arrangements neither diminish Bank's ability to fulfill its obligations to customers nor impede effective supervision by the RBI.

The Master Direction is applicable to outsourcing of IT Services of Regulated Entities broadly covering the following areas:

- i. IT Infrastructure management, maintenance and support (hardware/software/firmware)
- ii. Network and security solutions maintenance (hardware/ software/ firmware)
- iii. Application Development, Maintenance and Testing
- iv. Services and operations related to Data Centers
- v. Cloud Computing Services
- vi. Managed Information Security Services
- vii. Application Service Providers (ASPs) including ATM Switch ASPs
- viii. Management of IT infrastructure and technology services associated with payment system ecosystem

- B. Reserve Bank of India (RBI) vide its Circular No. RBI/DoS/2023-24/107 DoS.CO.CSITEG/SEC.7/ 31.01.015/2023-24 dated: 7th November 2023 has issued a Master Direction on IT Governance, Risk, Controls and Assurance Practices.

This Direction incorporate, consolidate and update various guidelines, instructions and circulars on IT Governance, Risk, Controls, Assurance Practices and Business Continuity/ Disaster Recovery Management covering areas like IT Governance Framework, IT Infrastructure & Services Management, IT Services Management, Third-Party Arrangements, Capacity Management, Project Management, Change and Patch Management, Data Migration Controls, Cryptographic controls, Straight Through Processing, Physical and Environmental Controls, Access Controls, metrics for system performance, recovery and business resumption, IT and Information Security Risk Management Framework etc.

- C. The Digital Personal Data Protection (DPDP) Act, 2023 is an act of the Government of India to provide for the processing of digital personal data in a manner that recognizes both the right of individuals to protect their personal data and the need to process such personal data for lawful purposes and for matters connected therewith or incidental thereto.

The Act protects digital personal data (that is, the data by which a person may be identified) by providing for the following:

- i. The obligations of Data Fiduciaries for data processing i.e. Collection, Storage or any other operation on personal data.
- ii. The right and duties of Data Principals i.e. the person to whom the data relates.
- iii. Financial penalties for breach of rights, duties and obligations.

Central Bank of India, being one for the Regulated Entities of Reserve Bank of India, wish to appoint a consultant to assist Bank in complying with above mentioned RBI's Master directions and DPDP Act 2023.

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

## **5. Duration of Contract**

The overall activities of the project is expected to be completed in the time period of 8 **(Eight) months**. Depending upon the requirement, it is required to depute the resources on site accordingly as per the requirements of the Bank for the various activities mentioned in Scope of Work.

The contract will be made for a period of two years for assigning activities related to compliance of RBI's Master Directions and DPDP Act 2023. Man-day Rate card obtained in this tender process will be utilized on effort estimation basis for assigning related consultancy services during the contract period on effort estimation basis.

## **6. For Respondent Only**

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

## **7. Structure of the RFP Document**

This RFP document consists of the following information:

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

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

## **8. Costs Borne by Respondents**

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

## **9. No Legal Relationship**

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

## **10. Recipient Obligation to Inform Itself**

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

### **11. Evaluation of Offers**

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

The RFP document will not be construed as any contract or arrangement which may result from the issue of this RFP document or any investigation or review carried out by a Recipient. The Recipient acknowledges by submitting its response to this RFP document that it has not relied on any information, representation, or warranty given in this RFP document.

### **12. Acceptance of Terms**

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

### **13. Ownership of Intellectual Property Rights shall remain with the Bank**

The work carried out during the project period related to this RFP which includes the Systems, Processes, Policy Documents, SOP Documents, SLA/Contract Documents, Details of existing and prospective Vendors of Bank etc would be the Exclusive property of the Bank. The Consultant is expected to provide the knowledge transfer and all the relevant documents.

The Consultant is required to maintain the confidentiality and expected not to share/use this knowledge / information without prior written permission of the Bank.

### **14. Lodgment of RFP Response**

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

#### **Bids Submission will be valid if:**

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

### **15. RFP Details**

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

All submissions, including any Banking documents, will become the property of Bank. Recipients shall be deemed to license, and grant all rights to Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the

submission to other Recipients who have done bid submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

## **16. Bid Validity Period**

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

## **17. Requests for Information**

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

## **18. Disqualification**

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

## **19. Process**

Selection of a successful consultant will involve following stages.

1. Receipt of bid document from the bidders
2. Opening of the bid
3. Eligibility Bid Evaluation
4. Technical Bid Evaluation and Bidder Presentation
5. Commercial Bid opening

## **20. Deliverables required from Consultant**

The Consultant is expected to closely work with Bank officials and Service Providers/Vendors of various departments of Bank like Information Technology, Digital Transformation, Digital Payment & Transaction Banking, Information Security, Risk Management, Business Support, Treasury and Operation etc.

The specific areas for this RFP is as delineated below:

**A. Section A - RBI's Master Direction on outsourcing of Information Technology Services :**

Milestone-1	Formulating IT Outsourcing Policy for Bank
Milestone-2	Review and modification of Procurement Policy and NDA
Milestone-3	Standardization of Tender and SLA documents
Milestone-4	Review and modification Contracts/Agreements with various vendors.

**B. Section B - RBI's Master Direction on IT Governance, Risk, Controls and Assurance Practices:**

Milestone-1	Gap assessment of existing policies and procedures in line with RBI's ITGRC
Milestone-2	Modify and update Bank's existing policies and SOPs, formulation of new policies and SOPs

**C. Section C - Digital Personal Data Protection**

Milestone-1	Applicability Assessment
Milestone-2	Data discovery
Milestone-3	Gap assessment
Milestone-4	Action Plan & Training
Milestone-5	Designing frameworks

Note : Detailed Milestone wise deliverables are given in the "scope of work" section of the RFP



## 21. Scope of Work

The overall scope of work to be performed by the consultant is mentioned hereunder is indicative only. Any activity/service that is required as part of consulting Bank to comply RBI's Master Directions on IT Outsourcing Service is not explicitly mentioned in this RFP, would form part of the scope of work this RFP and the consultant is expected to provide the same to the Bank. All the activities mentioned hereunder as part of the scope is to be carried out onsite at Bank's location in Mumbai/Navi Mumbai.

The Bidder needs to consider and envisage all services that would be required in the Scope and ensure that the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.

### Section A - Reserve Bank of India (RBI) Master Direction on Outsourcing of Information Technology Services

#### Milestone 1: Formulating IT Outsourcing Policy for Bank

- i. Framing a comprehensive IT Outsourcing Policy for managing Bank's outsourcing risk in line with RBI's Master Direction on outsourcing of Information Technology Services.
- ii. Drafting Standard Operating Procedure (SoP) for managing Bank's outsourcing risk covering (but not limited to) following areas:
  - Identification of IT Outsourcing Services
  - Governance Framework on Outsourcing of IT Services
  - Role of the Board, Senior Management and IT Function
  - Evaluation and engagement of Service Providers
  - Outsourcing Agreement
  - Risk Management
  - Business Continuity Plan and Disaster Recovery Plan
  - Monitoring and Control of Outsourced Activities
  - Outsourcing within a Group/ Conglomerate
  - Additional requirements for cross-border outsourcing
  - Exit Strategy
- iii. Assisting Bank to identify key risk indicators and classify the vendors as per the determined risk.

#### Deliverables:

- i. Suggest a mechanism for effectively monitoring and supervise the outsourced activity.
- ii. Updated IT Outsourcing Policy for managing Bank's outsourcing risk aligned to RBI's Master Direction on outsourcing of Information Technology Services.
- iii. Providing standardized templates, formats, checklists and relevant documents for risk management of IT Outsourcing activities.
- iv. Providing documentation on Processes and best practices followed on IT Outsourcing activities.

#### Milestone-2: Review and modification of Procurement Policy and Non-Disclosure Agreement



**(NDA) format in line with RBI's Master Direction on Outsourcing of IT Services.**

- i. Review and modification of existing Procurement Policy of the Bank in line with RBI's Master Direction on Outsourcing of IT Services
- ii. Review and modification of existing Non-Disclosure Agreement (NDA) format and clauses for IT Outsourcing Service Providers in line with RBI's Master Direction on Outsourcing of IT Services

**Deliverables:**

- i. Reviewed and modified version of existing Procurement policy and existing Non-Disclosure Agreement (NDA) in line with RBI's Master Direction on Outsourcing of IT Services

**Milestone 3: Standardization of Tender and SLA documents in line with RBI's Master Direction on Outsourcing of IT Services**

Standardization of Tender documents and Service Level documents on Outsourcing Services on Capex/ Opex model on following scenarios (but not limited to):

- a. Procurement of IT Hardware and Software Licenses along with AMC/ATS (AMC/ATS for capex model).
- b. Procurement of Business Application along with Facility Management Services
- c. Procurement of Information Security Solutions
- d. Availing Service on complete Solution including H/W, Software, Application, AMC/ATS and FM Services.
- e. Availing public cloud computing services (PAAS, SAAS etc.)
- f. Availing Services like Call Centre, Security Operation Centre (SOC) etc.

**Deliverables:**

- i. Standardized Templates for Tender Documents and Service Level Agreement on Outsourcing services as detailed above with regards to RBI's Master Directions on IT outsourcing and ITGRC and DPDP Act 2023.

**Milestone 4: Review and modification Contracts/ Agreements with various vendors. At present Bank is having around 100 Applications, wherein applicability of the RBI Master direction on IT outsourcing is to be reviewed.**

- i. Verification of existing and prospective Work Orders / Master Agreements/ SLAs / Contracts / Agreements with various vendors and Service Providers to identify the applicability of IT Outsourcing Policy, in line with guidelines prescribed in RBI's Master Directions of Outsourcing of IT Services.
- ii. Identification of GAP in existing and in-process/prospective Work Orders/Master Agreements/SLAs/Contracts/Agreements, in line with guidelines prescribed in RBI's Master Directions of Outsourcing of IT Services.

**Deliverables:**

- i. Submission of Gap Assessment report in existing and in-process/prospective Work Orders/Master Agreements/SLAs/Contracts/Agreements in line with guidelines prescribed in RBI's Master Directions of Outsourcing of IT Services

- ii. Submission of road map and Action plan to make the existing and in-process/prospective Work Orders/Master Agreements/SLAs/Contracts/Agreements compliant with RBI Master directions and DPDP Act 2023.

## **Section B - Reserve Bank of India (RBI) Master Direction on IT Governance, Risk, Controls and Assurance Practices**

**Milestone 1 : Gap assessment of existing policies and procedures in line with RBI's Master Direction on IT Governance, Risk, Controls and Assurance Practices (IT GRC) covering following areas:**

- IT Governance Framework
- IT Infrastructure & Services Management
- IT Services Management
- Third-Party Arrangements
- Capacity Management
- Project Management
- Change and Patch Management
- Data Migration Controls
- Audit Trails
- Cryptographic controls
- Straight Through Processing
- Physical and Environmental Controls
- Access Controls
- Controls on Teleworking/Remote connections
- Cloud risk
- Metrics for system performance, recovery and business resumption
- Information Security Risk Management Framework

### **Deliverables**

- i. Submission of Gap analysis reports along with plan of action to comply with RBI's Master Direction on IT Governance, Risk, Controls and Assurance Practices, covering above areas.
- ii. Assisting Bank to execute the plan and comply with RBI's Master Direction on IT Governance, Risk, Controls and Assurance Practices.

**Milestone 2 :** Modify and update Bank's existing policies and SOPs (Standard Operating Procedures), formulation of new policies and SOPs, covering following (but not limited to) in line with RBI's Master Directions on IT GRC. At present Bank is having approximately 20 policies and 40 SOPs.

- i. Acceptable Use Policy
- ii. Anti-Piracy Policy
- iii. Cloud Policy
- iv. Data Migration Policy
- v. Electronic Gadget and IT Hardware Disposal Policy
- vi. Email Policy and Operating Procedure

- vii. IT Policy
- viii. Patch Management
- ix. BCM Policy
- x. BCP(Business Continuity Plan Framework)
- xi. Cyber Crisis Management Plan
- xii. Cyber Security Policy
- xiii. Data Leakage Prevention Policy
- xiv. Digital Evidence Policy
- xv. Digital Evidence Procedure
- xvi. ISMS Policy 2023

**Deliverables :**

- i. Updated policies and standard operating procedures (SOPs) in line with RBI's Master Directions on IT GRC.
- ii. Formulation of IT Governance policy in line with RBI's Master Directions on IT GRC.
- iii. If Bank is not having any policy or SOP which is required as per the RBI's Master Directions on IT GRC/IT sourcing/DPDP Act 2023, consultant is expected to formulate the policy/ SOP.

**Section C- The Digital Personal Data Protection (DPDP) Act, 2023**

**Milestone-1: Applicability Assessment**

- i. Identification of DPD available with the organization and its lifecycle stages - creation, storage, usage (processing), transfer and elimination / purging. This includes review of existing processes and controls, products and services and data governance standards applied by the Bank.
- ii. Identification of vendors / third parties processing Organization's data, usage as per SLAs processing undertaken, evaluation of data security measures applied.

**Deliverables**

- i. Applicability of Digital Personal Data Protection Act 2023 for each function / department of the organization

**Milestone-2: Data discovery**

- i. Identification of locations (physical and system) where personal data resides
- ii. Identify data movement and create Data flow diagrams
- iii. Create Data inventory (for personal data)
- iv. Identification and documentation of scenarios for data transfer between user and custodian functions
- v. Identify/Assess the processes that store, use and retain personal data of children and persons with disabilities
- vi. Identify data movement outside the country

**Deliverables**

- i. Data Flow Diagrams
- ii. Department-wise Inventory of personal data

### **Milestone-3: Gap Assessment :**

- i. Assess each data set in scope processes to identify non-compliance gaps and improvement opportunities
- ii. To evaluate all process, people & departments, data governance/ privacy governance of clients, and other applicable controls against regulatory clause. To collaborate with third party technical experts to undertake technology feasibility study
- iii. Conduct a comprehensive gap assessment of the existing Bank's record & data retention policies, procedures & guidelines to identify the areas that fall short of DPDPA, 2023 requirements
- iv. Conduct a comprehensive gap assessment of the existing Bank's policies, procedures & guidelines on grievance redressal and data principal complaints
- v. Conduct a comprehensive gap assessment of the Bank's security & privacy policies, procedures & guidelines applicable to RI/NRI data principals to identify the areas that fall short of DPDPA, 2023 requirements
- vi. Review data breach management mechanism and identify gaps as per the regulatory requirements

### **Deliverables:**

Gap Assessment Report on following aspects:

- i. Practices of the company regulatory requirement
- ii. Practices defined under Information Technology Act vs. DPDP Act 2023 vs. Information and Cyber security RBI Guidelines 2023

### **Milestone-4: Action Plan & Training**

- i. Provide remedial actions on the gaps identified and business solutions for modification of processes to comply with data protection / privacy regulations, as applicable
- ii. Recommendations to implement industry best practices for ongoing monitoring mechanism

### **Deliverables**

- i. Remediation Action plan with prioritized timelines (including Control recommendations for personal data)
- ii. Support in framing of Data Protection Policy & related architecture
- iii. Defined process and tools for Data Principal request management
- iv. Defined data Privacy Breach Management procedure
- v. Awareness workshops for stakeholders and Train-The-Trainer
- vi. Designing content (awareness mailers, etc.) and User-based FAQs

### **Milestone-5: Designing frameworks**

- i. Define mechanism and setting procedures required for grievance redressal.
- ii. Define the mechanism and establish procedures required for Data Protection Impact assessment (DPIA).

- iii. Identify mechanism and establish procedures required for handling Data Principal rights requests.
- iv. Data Protection Risk Management framework
- v. Assist in formulating procedure for accepting, validating and responding to requests by Data Principals
- vi. Establishing process for data privacy breach management and integration with current incident management system
- vii. Assist in developing the Data privacy framework controls for third party contracts

#### **Deliverables**

- i. Grievance redressal framework
- ii. DPIA process & templates
- iii. Consent management framework
- iv. Data Protection Risk Management Framework
- v. During the contract period, any new guidelines issued on Digital Personal Data Protection (DPDP) Act 2023 or any amendments/changes in Master Directions, by regulators/statutory bodies, are to be covered by the consultant.

#### **22. TIMELINES:**

- i. The overall activities in the given scope of the project is expected to be completed in the time period of **8 (Eight) months**.
- ii. The Consultant may propose change in the priorities of the Sections/milestones/activities during finalization of the contract.
- iii. The scope of the work is to be completed by the consultant within 8 months, however the contract will be made for a period of two years for assigning related consultancy service other than the defined scope of work of this RFP document.
- iv. Man-day Rate card quoted in the Bill of material of this RFP will be utilized on effort estimation basis for assigning related consultancy services during the contract period of 2 years. 60 man-days of consultancy service is being factored in the TCO of this RFP.

Additional man-days, if required for availing related activities, will be awarded under this contract as per the man-days rate card quoted in the Bill of Material.

#### **23. List of key professionals**

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

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

The team assigned to the project should contain Experts from the following areas, the list is of indicative nature and can include other Experts as well which the Consultant feel are required to execute such Consultancy projects

S.no	Role	Number of Resource	Educational Qualification & Experience in Details (No. of Years and Field)
1	Project Manager		<p>Min 6 years of Experience as Program Manager having relevant consulting experience for Scheduled Commercial Bank in India having minimum 2000 branches. Should have experience of</p> <ol style="list-style-type: none"> <li>1. Implementation of RBI Master Directions of IT outsourcing, IT Governance, Risk, Control and Assurance Practices and Digital Personal Data Protection.</li> </ol> <p>And/Or</p> <ol style="list-style-type: none"> <li>2. Developing IT Strategy, IT Policy Planning, IT Outsourcing, IT Governance Framework, IT Infrastructure &amp; Services Management, Risk and Control, Digital Personal Data Protection (DPDP) Framework</li> </ol>
2	Onsite Consultants		<p>Should be a BTech/MTech/MBA/MCA or equivalent.</p> <p>Should have 4+ years of relevant consulting experience for Scheduled Commercial Bank in India having minimum 2000 branches. Should have experience of</p> <ol style="list-style-type: none"> <li>1. Implementation of RBI Master Directions of IT outsourcing, IT Governance, Risk, Control and Assurance Practices and Digital Personal Data Protection.</li> </ol> <p>And/Or</p> <ol style="list-style-type: none"> <li>2. Developing IT Strategy, IT Policy Planning, IT Outsourcing, IT Governance Framework, IT Infrastructure &amp; Services Management, Risk and Control, Digital Personal Data Protection (DPDP) Framework.</li> </ol>
3	Any Other Onsite Resources required for the Project		

The following table is to be added as Annexure:

Role	Name of the Re-sources	Educational Qualification	Experience in Details (No. of Years and Field)
Project Manager			
Onsite Consultant-1			
Onsite Consultant-2			
Onsite Consultant-3			
Onsite Consultant-4			
Any Other Resources			

Note : Bidder has to depute one project Manager and minimum two (2) Consultant onsite during the project time i.e. 8 Months.

## 24. Eligibility Criteria:

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

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

S. No.	Eligibility Criteria	(Proof of documents required / must be submitted)
1	The Bidder should be a reputed PSU/ PSE / Partnership firm / LLP/ Private Limited/ Limited Company having its registered office in India	Valid Certification of Incorporation/ Partnership Deed as on date of bid submission.
2	Bidder should have minimum turnover of Rs. 500 Crores in each of the last three financial years in India from consulting services (2020-21, 2021-22 and 2022-23).	CA Certified documentary proof satisfying the criteria should be submitted. <b>(Annexure-XVII)</b>
3	Bidder should have operating Profit in each of the last three financial years (2020-21, 2021-22 and 2022-23).	Copy of the audited balance sheet of the company showing the same should be submitted. <b>(Annexure-XVII)</b>

4	<p>Bidder should have consulting experience of at least two assignments during last 5 years in consulting in Scheduled Commercial Bank in India having minimum 2000 branches, with 20 lakh as minimum contract value of each assignment in any of the following two (2) areas:</p> <ol style="list-style-type: none"> <li>1. Implementation of RBI's Master Direction on IT outsourcing.</li> <li>2. formulation of IT Strategy, Policy &amp; Planning.</li> <li>3. IT Risk Assessment, Governance and control.</li> <li>4. Digital Personal Data Protection.</li> </ol>	<p>A copy of engagement letter/work order/ letter of award for each assignment to be furnished by the bidder.</p> <p>And</p> <p>Successful completion Certificate or Relevant Credential letters from concerned client/Bank.</p>
5	<p>Bidder should have minimum staff strength of at least 5,000 professionals on its payroll of which 250 or more professionals must have work experience on following areas:</p> <ol style="list-style-type: none"> <li>i. IT Strategy</li> <li>ii. IT Outsourcing</li> <li>iii. IT Policy Planning</li> <li>iv. IT Risk Assessment</li> <li>v. IT Governance, Risk and Control</li> <li>vi. Digital Personal Data Protection</li> </ol>	<p>An undertaking by the bidder must be submitted along with the technical bid as proof of document.</p>
6	<p>The companies bidding for the above RFP, should have not been black listed by any of Government Authority or Public Sector Undertaking (PSUs). 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.</p>	<p>Self-declaration signed by authorized signatory <b>(Annexure-XVIII)</b></p>
7	<p>If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority as per Govt. of India Guidelines</p>	<p>Certified copy of the registration certificate</p>
8	<p>Bidder should not have filed for Bankruptcy in any country including India</p>	<p>Self-declaration signed by authorized signatory</p>



9	Bidder should not have NPA with any Bank in India/financial institutions. Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder to service needs of the Bank.	Self-declaration signed by authorized signatory
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**Note:**

1. The Experience documents/ proofs required for Eligibility and Technical evaluation should be as on last date of Bid Submission.
2. In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.
3. In case of business transfer where bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired Business may be considered.
4. Bidders need to ensure compliance to all the eligibility criteria points. Non-compliance of any of the criteria will entail rejection of the Bid. Copies of the relevant documents/ certificates should be submitted as proof in support of the claims made.
5. Scheduled commercial Banks do not include Regional Rural Banks and Cooperative Banks.
6. Scheduled commercial Banks refer to Public Sector / Scheduled Commercial Banks in India only. In any case where abroad experience is being considered, this condition will be not be considered.

## 25. Bid - Evaluation Process

### 25.1 Bidder Selection/Evaluation Process:

The Technical Evaluation of only those bidders would be taken up, who are otherwise found eligible in the eligibility criteria laid down in this RFP

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

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

**Various stages of technical evaluation are presented below:**

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

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

The technical qualification cut – off for opening of the commercial bid opening would be 70% (70 marks out of 100). Bank may, at its sole discretion, decide to seek more information from

the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

## 25.2 Technical Bid Evaluation Criteria:-

SL NO	Technical Evaluation Criteria	Max. Marks	Documents required
1	<p>The marks distribution on consultancy experience on specified areas will be as under :</p> <ol style="list-style-type: none"> <li>1) Implementation of RBI Master Direction on IT Outsourcing (2.5 marks for each implementation experience, maximum 4 implementations) – maximum 10 Marks</li> <li>2) formulation of IT Strategy, Policy &amp; Planning (2 marks for each implementation experience, maximum 4 implementations) – Maximum 8 Marks</li> <li>3) IT Risk Assessment, Governance and control (1.5 marks for each implementation experience, maximum 4 implementations) – Maximum 6 Marks</li> <li>4) Digital Personal Data Protection (1.5 marks for each implementation experience, maximum 4 implementations) – Maximum 6 Marks</li> </ol>	30	<p>A copy of engagement letter/work order/ letter of award / Completion Certificate with relevant details for each assignment to be furnished by the bidder.</p> <p>Client References on Bidders Letter head <b>(Annexure -XV)</b></p>
2	<p>Approach and Methodology</p> <ul style="list-style-type: none"> <li>• Understanding of the Bank and Scope of the RFP</li> <li>• Quality of ideas / solutions proposed to address Bank's requirements</li> <li>• Approach for implementation, methodologies, milestones, timelines, practicality of the solutions</li> <li>• Deliverables Proposed for various Business Parameters</li> <li>• Project plan and Deliverable plan</li> </ul>	30	Bidder Presentation

	<ul style="list-style-type: none"> <li>Tools and techniques, standard operating procedures and best practices to be adopted.</li> <li>Risks and mitigations envisaged</li> </ul>		
3	<p>Plan for transfer of capabilities and knowledge, change management and Sustenance of the impact</p> <ul style="list-style-type: none"> <li>Plan of building capabilities to the different layers of the Bank and Knowledge transfer.</li> <li>Approach for Sustainability plan</li> <li>Training and hand-holding of key Resources of the Bank</li> <li>Relevant experience of such Consultancy in other Public Sector Bank/ Private Sector Banks</li> </ul>	20	Bidder Presentation
4	<p>Key resources/ proposed team profile to be deployed for the Project. Experience and in-house expertise in following areas :</p> <ul style="list-style-type: none"> <li>Relevant Experience and profile of Program Manager, Key Resources and other Team members proposed for Onsite in the Project.</li> <li>Team deployment plan by Activity/Sub-Activity</li> <li>Capability and Specific Expertise relevant to the Project.</li> </ul>	20	Profile of the employees along with name, qualification, experience should be furnished on the company's letter head.(Annexure-XVI)

The Bidder Technical presentation should cover specifically the five milestones of the Scope of Work broadly including the following aspects (wherever applicable):

- Understanding of the Scope
- Strategy Articulation and Implementation Plan
- Regulatory Compliance
- Experience in other Banks of Similar Assignment
- Change Management approach

#### Bidder to

- ✓ submit 1 set of colored printout (hardcopy) of the Presentation on the last day of Bid Submission in addition to the online Bid submissions.

- ✓ **submit 2 set of colored printouts (hardcopy) of the final presentation document to the Bank on the day of presentation and submit the Soft Copy of same to the Bank.**

Minimum Qualifying Score will be 70 percentage of the Technical Evaluation Criteria.

**Note:-**

1. For substantiating the credentials bidders to submit proof of documents wherever applicable.
2. For Substantiating the credentials of resources proposed for deployment in the project bidder has to submit CVs of resources and Declaration by Authorized signatory stating the experience for each clause

### **25.3 Technical Bid Evaluation Methodology**

The Respondent will be invited by the Bank for a presentation on their Technical Bid. The Bank will assign marks for the technical evaluation based on the Technical Bid Marking criteria and the presentation made to the Bank's technical evaluation committee and a team of executives from Bank. Bank's committee will evaluate the criteria and will take a final call whether to accept or reject any credential. The Bank's decision will be final and binding on the bidder.

The Technical Score will be calculated based on the Technical Bid Marking Criteria.

Respondents scoring a minimum of 80 marks in the technical bid shall be considered for commercial bid opening. The Bank's decision will be final in this regard.

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

## 25.4 Techno-Commercial Evaluation:

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

$$S = (0.2 \times \frac{C_{\text{minimum}}}{C_{\text{quoted}}}) + (0.8 \times \frac{T_{\text{obtained}}}{T_{\text{highest}}})$$

(Minimum Commercial Quote/Quoted Price) x 20% + (Technical Score/Highest Technical Score)  
x 80%

(Technical will carry 80% weightage and Commercial will carry weightage of 20%)  
Highest scores so obtained using the above method shall be declared as successful bidders.

In case of tie-up in Techno-Commercial evaluation score, the bidder scoring highest technical score will be declared as successful bidder.

Bidders to note that:

- i. The Bidder should quote the Best Competitive Commercial Bid.
- ii. In case there is variation between numbers and words; the value mentioned in words would be considered.
- iii. 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.
- iv. Please note that in the event of the Bank conducting a normalization exercise, the bids submitted after normalization would be evaluated as per the evaluation methodology.
- v. Bank's committee will evaluate the Technical Evaluation criteria and will decide whether to accept or reject any submission. Committee's decision will be final and binding on the bidder.
- vi. Bank reserves the option to Negotiate with the successful bidder that is the Bidder scoring highest in Techno-commercials.

### Note:

1. Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors.
2. The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid / reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by the Bank or any new tax introduced by the government will also be paid by the Bank. The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. The Bank will not pay any out of pocket expense. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract.
3. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.

4. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totaling the line items in the Bill of Materials will prevail.
5. The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail.
6. If there is a discrepancy in the total, the correct total shall be arrived at by Bank.
7. In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
8. Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.
9. All liability related to non-compliance of the minimum wages requirement and any other law will be responsibility of the bidder.
10. The highest technical score bidder shall not automatically qualify for becoming selected bidder and for award of contract by the Bank.
11. The Bank shall not incur any liability to the affected bidder on account of such rejection.
12. The final decision on the successful bidder will be taken by the Bank. The implementation of the project will commence upon acceptance of PO between the Bank and the selected bidder based on the evaluation

## 26. Payment Terms

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

SL No.	Payment Milestone	% of Consultancy Fee
1	On completion of Section A	40%
2	On completion of Section B	30%
3	On completion of Section C	30%

Note : Proportionate payment towards each Section may be released by bank on special circumstances.

Payment towards additional man-days under subsequent Phase will be paid on actuals wherein the number of days will be derived on effort estimation basis.

Note : Payment will be made on submission of deliverables and signoff from Bank.

## 27. Other Payment Terms

1. Payments will be released only after submission of PBG and signing of SLA (including Do & Don't) and NDA by Successful Bidder.
2. The Bidder recognizes that all payments to the bidder under this RFP and subsequent agreement are linked to and dependent on successful achievement/acceptance and signoff of Sections/milestones/ deliverables/ activities set out in the project plan and therefore any delay in achievement of such Sections/milestones/ deliverables/ activities shall automatically result in delay of such corresponding payment.

3. The reasons like non-familiarity with the process and existing infrastructure will not be considered as a reason for any delay or extra claims whatsoever.
4. The activities under this assignment may vary according to the requirement of the Bank. In addition to the initial Order placed, Bank may place subsequent orders for any item, if required, at any time during the contract period of two years, at the unit rate finalized.
5. The consultant will have to submit the corresponding report/document within the stipulated timelines as mentioned in the RFP document.
6. Payment will be released after deduction of applicable penalty, if any. Bank reserves its right to recover the penalty amounts by any mode such as adjusting from any payments to be made by Bank to the Bidder or from any dues that may be payable to the vendor under any previous contract with the Bank under the right of set off.
7. In case the bidder refuses to accept / execute the order, bank is having all the rights to recover the penalty amount from PBG as well as any amount payable to the bidder. If required, Bank may also take action against the bidder and blacklist them without any correspondence in this regard.
8. If at any stage, the delay by the Consultant is such that the Penalty for any Section deducted for the delay reaches its maximum value for that stage, Bank may consider Termination of Contract.
9. Cost of the project and its components shall remain the same during the contract period. The invoice shall be raised by the vendor on the completion of Sections/milestones/deliverables and signoff by Bank. Payment shall be released within 30 days from the receipt of undisputed invoices by bank.
10. Bidder has to depute one project Manager and minimum two (2) Consultant onsite during the project time i.e. 8 Months.
11. Vendor has to mandatorily deploy the resources as per Scope of work at Bank's Premises (during Banking hours) during the entire duration of Contract. In the absence of any of the Resources, suitable replacement is to be provided on immediate basis. In case of absolute absence (when no replacement is provided), penalty would be deducted @0.1% of the total Project Cost for every week delay, which will be over and above the penalty as stated above with a Maximum Penalty of 10% of Project Cost.
12. If any Policy/SOP/Project Management entrusted to the consultant is still under process as on the date of expiration of contract, the consultant will have to complete the same upto the last milestone even after expiry of the contract period and accordingly payments shall be made on achieving all the milestones.

## **28. Key Guidelines**

1. Bidder's proposal should strictly conform to the specifications of this RFP.
2. Proposals not conforming to the specifications will be rejected subject to the Bank's discretion. Any incomplete or ambiguous terms/ conditions/ quotes may result in disqualification of the offer at Bank's discretion. The bidder has to offer specific remarks for technical requirements and clearly confirm compliance. Any remarks/observations on technical requirements should be clearly informed in remarks column.
3. All pages should be numbered (like 1/ xxx, 2/ xxx etc...here xxx is last page number of bid document) and signed by the authorized signatory under the company seal.
4. Technical bid documents are to be properly structured.



5. Bank reserves the right to reject any or all proposals submitted by various bidders as part of response to this RFP. Similarly, it reserves the right not to include any bidder in the final short-list.
6. Tendering process need not be cancelled merely on the grounds that a single tender was received provided that the single bid received is evaluated to be substantially responsive and deemed fit for award. Bank reserves right to proceed and award the tender to single bidder in case only one bidder participates in the tender / qualifies in the technical bid evaluation. Bank can negotiate with such single bidder, if required.

## 29. Submission of Bids

1. All responses received after the due date/time be considered late and would be liable to be rejected. E-procurement portal will not allow lodgment of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act upon any reason for late submission of response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever.
2. **"Cost of Tender Document"** may be paid through NEFT favouring CENTRAL BANK OF INDIA, BANK ACCOUNT NO. 3287810289 IFSC CODE - CBIN0283154 or by way of Bankers Cheque/Demand Draft/Pay Order favouring Central Bank of India, payable at Mumbai, which is non-refundable, must be submitted separately along with RFP response. The Bank may, at its discretion, reject any vendor where application money has not been furnished with RFP response.
3. The details of the transaction viz. scanned copy of the receipt is required to be uploaded on e-procurement website at the time of final online bid submission. The RFP response without the proof of amount towards Application Money / Bid Security are liable to be rejected.
4. **Bid Security Undertaking / Earnest Money Deposit: "Earnest Money Deposit"** shall be paid through NEFT (National Electronic Fund Transfer) favouring CENTRAL BANK OF INDIA, BANK ACCOUNT NO. 3287810289, IFSC CODE - CBIN0283154 or by way of Bankers Cheque/Demand Draft/Pay Order favouring Central Bank of India, payable at Mumbai, or a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Central Bank of India) located in India, in the format provided in the RFP.

## 30. Opening of Bids

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

### The bids shall be opened in 2 phases:

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

In Phase 2, Commercial Bids of only bidders who meet the Technical Evaluation cut-off shall be opened. The results of the Financial Bids of the Bidders shall be available on the e-Tendering Portal after the completion of opening process.



### **31. Proposal Modification**

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

### **32. Clarification of Bids**

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

### **33. Result Notification**

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

### **34. Cost of Responses**

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

### **35. No commitment to accept lowest or any bid**

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

### **36. Correction of Errors**

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

1. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall prevail
2. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of Bank, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail
3. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totaling the line items in the Bill of Materials will prevail
4. The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail.

5. Based on the Bank's requirements as listed in this document, the bidder should identify and offer the best-suited solution / bill of material for the product that would meet the Bank's requirements and quote for the same.

### **37. Bid Validity Period**

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

### **38. Addendum/ Corrigendum**

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

### **39. Pre-Bid Meeting**

For clarification of doubts of the bidders on issues related to this RFP, the Bank intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP. Access to pre-bid meeting would be given only to those bidders, who have submitted proof of having remitted the tender fee or copy of valid MSME certificate, if claiming exemption.

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

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

## 40. Procedure for submission of online bids

### 40.1 Instructions to Bidders – e tendering

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

### 40.2. Registration Process for Bidders

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

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

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

Note: please note Support team will be contacting through email and whenever required through phone call as well. Depending on nature of assistance support team will contact on the priority basis. It will be very convenient for bidder to schedule their online demo in advance with support team to avoid last minute rush.

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

#### 40.3 Preparation & Submission of Bids

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

#### 40.4 Dos and Donts for Bidder

- Registration process for new Bidder's should be completed at the earliest
- The e-Procurement portal is open for upload of documents with immediate effect Hence Bidders are advised to start the process of upload of bid documents well in advance.

- Bidder has to prepare for submission of their bid documents online well in advance as the upload process of soft copy of the bid documents requires encryption (large files take longer time to encrypt) and upload of these files to e-procurement portal depends upon bidder's infrastructure and connectivity.
- To avoid last minute rush for upload bidder is required to start the upload for all the documents required for online submission of bid one week in advance.
- Bidder to initiate few documents uploads during the start of the RFP submission and help required for uploading the documents / understanding the system should be taken up with e-procurement bidder well in advance.
- Bidder should not raise request for extension of time on the last day of submission due to non-submission of their Bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.
- To avoid any inconvenience / complication on the last day of bid submission, it is advisable to submit the bid one day before the last date. Further, any technical glitch during bid submission should be reported at least 04 hours before the bid closing time and not after that. Any communication in this regard received within 04 hours of bid closing time shall not be entertained by Bank. Neither bank nor e-Procurement Service Provider shall be liable for non- submission of bid in the above mentioned circumstances.
- Bidder should not raise request for offline submission or late submission since only online e-Procurement submission is accepted.
- Part submission of bids by the Bidder's will not be processed and will be rejected.

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

1. Bank has decided to determine L1 through bids submitted on Bank's E-Tendering website <https://centralbank.abcpurchase.com/EPROC>. Bidders shall bear the cost of registration on the Bank's e-tendering portal. Rules for web portal access are as follows:
2. Bidder should be in possession of CLASS II or CLASS III-Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
3. Bidders at their own responsibility are advised to conduct a mock drill by coordinating with the e-tender service provider before the submission of the technical bids.
4. E-Tendering will be conducted on a specific web portal as detailed in (schedule of bidding process) of this RFP meant for this purpose with the help of the Service Provider identified by the Bank as detailed in (schedule of bidding process) of this RFP.
5. Bidders will be participating in E-Tendering event from their own office / place of their choice. Internet connectivity /browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
6. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider or Bank is not responsible.
7. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the E-Tendering Auction successfully.
8. However, the vendors are requested to not to wait till the last moment to quote their

- bids to avoid any such complex situations.
9. Failure of power at the premises of bidders during the E-Tendering cannot be the cause for not participating in the E-Tendering.
  10. On account of this, the time for the E-Tendering cannot be extended and BANK is not responsible for such eventualities.
  11. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Tendering irrespective of the cause.
  12. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.
  13. During the submission of bid, if any bidder faces technical issues and is unable to submit the bid, in such case the Bank reserves its right at its sole discretion but is not obliged to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service provider.
  14. Utmost care has been taken to reduce discrepancy between the information contained in e-tendering portal and this tender document. However, in event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.
  15. Bidders are suggested to attach all eligibility criteria documents with the Annexures in the technical bid.

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

##### **40.6.1 Pre-requisites to participate in the Tenders**

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

Registration of New bidders:

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

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

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

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

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

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

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

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

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

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

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

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

#### **40.6.3 Recommended Hardware and Internet Connectivity**

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

Operating System Requirement: Windows 7 and above Browser Requirement (Compulsory): Internet Explorer Version 9 (32 bit) and above and System Access with Administrator Rights.



### **Toolbar / Add on / Pop up blocker**

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

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

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

### **40.6.5 Download of Tender Documents:**

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

### **40.6.6 Online Submission of Tender**

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

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

#### **Notes:**

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

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

Steps to encrypt and upload a document:



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

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

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

#### **40.6.7 Close for Bidding:**

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

#### **40.6.8 Online Final Confirmation:**

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

### **41. Errors and Omissions**

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

### **42. Award of Contract**

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

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

#### **43. Rejection of Bids**

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

#### **44. Signing of Contract**

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

#### **45. Legal Compliance**

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

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

#### **46. Governing Law and resolution of dispute**

All disputes or differences whatsoever arising between the parties out of or in relation to the construction meaning and operation or effect of the Contract / Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable national laws, and the award made in pursuance thereof shall be binding on the parties. Any dispute, controversy or claims, arising out of or relating to this Agreement or the breach, termination or in validity thereof, shall be settled by arbitration of a sole arbitrator jointly appointed by the Parties, or if the Parties are unable to Agree upon an arbitrator, to the arbitration panel of 3 (three) arbitrators, 1(one) to be appointed by each disputing Party and the third to be appointed by the 2(two) arbitrators so appointed. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or modification, amendment, consolidation or re-enactment thereof.

Any appeal will be subject of the exclusive jurisdiction of courts at Mumbai and the language of the arbitration proceedings and that of all documents and communication between the parties shall be in English. The laws applicable to this contract shall be the laws in force in India. The contract shall be governed by and interpreted in accordance with Indian law.

The Successful Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that

the work cannot possibly be continued until the decision of the arbiter, as the case may be, is obtained. The venue of the arbitration shall be in Mumbai

#### **47. Amendment to Contract**

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

#### **48. Correspondence and Notices**

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

#### **49. General Terms and Conditions**

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

#### **50. Execution of SLA/NDA**

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

#### **51. Governing Language**

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

#### **52. Applicable Law**

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

#### **53. 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.

#### **54. Applicable Law and Jurisdiction of court**

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

#### **55. Cancellation of Contract and Compensation**

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

- The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- The bidder goes into liquidation voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.

- The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

#### **56. Exit option**

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

#### **57. Non-payment of professional Fees**

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

#### **58. Subcontracting**

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

#### **59. Liquidated Damages**

The liquidated damages will be an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (under the terms and conditions of the contract) by the vendor / consultancy firm shall be liable to pay the Bank as liquidated damages at the rate of 0.50% of the total contract value of each assignment for delay of every month or part thereof (for final certification) with maximum limit of 10% of contract value of the each assignment. Without any prejudice to the Bank's other rights under the law, the Bank shall recover the liquidate damages, if any, accruing to the Bank, as above, from any amount payable to the consultant/s either as per the Contract, executed between the Bank and the vendor pursuant hereto or under any other Agreement/Contract, the Bank may have executed/shall be executing with the vendor.

#### **60. Delays in Bidder's Performance**

The bidder must strictly adhere to the implementation schedule, as specified in the purchase contract, executed between the Parties for performance of the obligations, arising out of the

purchase contract and any delay in completion of the obligations by the bidder and if the issue is not resolved then resort to any or all of the following:

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

## **61. FORCE MAJEURE**

i. For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force majeure to prevent), confiscation or any other action by Government agencies.

ii. Force Majeure shall not include (a) any event which is caused by the negligence or intentional action of a Party or by or of such Party's sub-consultants or agents or employees, nor (b) any event which is a diligent party could reasonably have been expected both to take into account at the time of the conclusion of this contract, an avoid or overcome in the carrying out of its obligations hereunder.

iii. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

iv. A party affected by an event of force majeure shall continue to perform its obligations under the contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of force majeure.

v. A party affected by an event of force majeure shall notify the other party of such event as soon as possible, and in any case not later than 14 days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of restoration of normal conditions as soon as possible.

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

## **62. Survival of Clauses**

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

## **63. Audits**

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

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

The Successful Bidder(s) shall allow Bank, its authorized Personnel, its auditors (internal and external) and/or other statutory authorities, and unrestricted right to inspect and audit the operations and records directly related to the services. The Cost & Accounting Records will be

out of scope for the purpose of audit conducted by Bank. If the Successful Bidder(s) is outsourcing any portion of the above activity, it will be the responsibility of the Successful Bidder(s) to ensure that the authorities/officials as mentioned above are allowed access to the places, systems, processes, records (except Cost & Accounting Records) etc. of the activity, for inspection and verification.

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

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

#### **64. Professional Fees/ Charges**

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

#### **65. Expenses and Taxes**

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

The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid / reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by Bank or any new tax introduced by the government will also be paid by Bank. The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty, excise tax etc. The Bank will not pay any out of pocket expense.

#### **66. Non-negotiability on RFP**

Bank is not responsible for any assumptions or judgments made by the bidders for arriving at any type of sizing or costing. Bank at all times will benchmark the performance of the bidder to the contract entered into by Bank and bidder and the expected service levels as mentioned in these documents.

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

#### **67. Assignment**



Bank may assign the services provided therein by the Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Bank shall have the right to assign such portion of the services to any of the consultant, at its sole option, or upon the occurrence of any of the following:

- i. Bidder refuses to perform;
- ii. Bidder is unable to perform;
- iii. Termination of the contract with the Bidder for any reason whatsoever;
- iv. Expiry of the contract.

Such right shall be without prejudice to the rights and remedies, which Bank may have against the Bidder. The Bidder shall ensure that the said consultant shall agree to provide such services to Bank at no less favorable terms than those provided by the Bidder and shall include appropriate wordings to this effect in the agreement entered into by the Bidder with such consultant. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of the Bidder to perform or termination/expiry of the contract.

## **68. Limitation of Liability**

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

## **69. Indemnity**

1. The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, any or all terms and conditions stipulated in the SLA(Service level Agreement) or Purchase Order(PO) and/or

Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank and/or

Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or Any or all Deliverables infringing any patent, trademarks, copyrights or such other Intellectual Property Rights and/or

Breach of confidentiality obligations of the Bidder contained in this RFP or; any or all terms and conditions stipulated in PO and/or

Negligence or gross misconduct attributable to the Bidder or its employees, agent or sub-contractors.

2. The Bidder will have to, at their own cost and expenses defend or settle any claim against the Bank that the Deliverables supplied under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables are used, sold or received, provided the Bank:

Notifies the Bidder in writing; and

Cooperates with the Bidder in the defense and settlement of the claims.

3. Indemnity would be limited to damages awarded in arbitration and shall exclude indirect, and incidental damages. However, indemnity would also cover damages, loss or liabilities, compensation suffered by the Bank arising out of claims made by regulatory authorities.

At that point, the contract price will stand reduced to the actual amount payable by the Bank. Proportionately the payment payable to the Successful Bidder will also stand reduced. All the deliverables given to the Bank at that instant will continue to be the property of the bank and the bank plans to use the same for any purpose which it may deem fit.

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

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

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

## **70. Confidentiality of Bid documents and Confidentiality of the Project**

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

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

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

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



- Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials that may be shared by Bank with the Bidder
- “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable
- Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.
- The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
- Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
- In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
- Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
- Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and
- Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
- The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
  - Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
  - To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;

- So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and
- To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- The restrictions in the preceding clause shall not apply to:
  - Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
  - Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document. The confidentiality obligations shall survive the expiry or termination of the agreement between the Consultant and Bank. Consultant has to execute Non-Disclosure Agreement/Undertaking with Bank as per format shared by the Bank.

#### **71. Successful Bidder's Personnel**

The Successful Bidder will agree, acknowledge and covenant that:

1. The personnel to be employed by the successful Bidder for carrying out the Works have and will continue to use all the skill, care and diligence reasonably to be expected of such suitably qualified and experienced personnel having regard to the value, scale, character and quality of the Works;
2. The personnel employed shall have the necessary qualifications and skill-sets as agreed to by Bank.
3. The Successful Bidder shall have necessary stand-by arrangements available in case of absence of personnel for leave or any other reason;
4. In case of services of an existing employee of the Successful Bidder are withdrawn / terminated by the Successful Bidder, sufficient notice has to be given to Bank and a replacement of equivalent qualification and experience should be deployed; and
5. Bank shall have the right to require the Successful Bidder to remove any of their personnel for misconduct or any other reason specified by Bank.

## **72. Other Terms and Conditions**

### **72.1 Bank reserves the right to:**

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

### **72.2 Professionalism:**

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

### **72.3 Adherence to Standards:**

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

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

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

### **72.4 EXPENSES:**

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

### **72.5 Resource Assignment**

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

### **72.6 Resource Planning**

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

### **72.7 Non Participation**

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

## **73. Substitute of Project Team Members**

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

## **74. Integrity Pact (IP)**

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this RFP shall be covered under the Integrity Pact (IP) policy of Bank. The pact essentially envisages an agreement between the prospective bidders/vendors and the Bank

committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed in Annexure.

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

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

In case of any clarifications Bidders may contact the following officer of the bank

Mr. Faisal Sayeed (cmitneosec@centralbank.co.in)

Mr. Manoranjan Rana(cmitinterface@centralbank.co.in)

Mr. Rajiv Srivastava (smitpurchase@centralbank.co.in)

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

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

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

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

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

## **75. Adherence to Laws and Standards**

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

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

## **76. Conflict of Interest**

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

## **77. Performance Bank guarantee.**

The successful bidder will have to submit Performance Bank Guarantee for 10% of the total project cost, while submitting the acceptance of order. Performance Bank Guarantee (PBG) obtained from any of the Scheduled Commercial Banks (Other than Central Bank of India) submitted or security deposit made should be valid for a period of 24 months from the date of acceptance of Purchase order and shall be retained till the completion of contract period. The guarantee should also contain additional claim period of 12 months from the last date of validity. However it should be as per the Bank's format enclosed with RFP. The PBG (Performance Bank Guarantee) shall be effective and if required to be extended during the currency / extended time of the contract period. The Successful bidder shall be liable for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of non-completion of the project. The bank shall lodge a claim within the 3 months from the date of expiry of validity of bank guarantee, if work is not completed as per time scheduled and the guarantee is not extended, or if the Successful bidder fails to complete his obligations under the contract. The assessment of performance will be the sole discretions of the Bank.

## **78. Transfer of Agreements**

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

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

## **79. Corrupt and fraudulent practices**

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

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

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



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

### **81. Information Ownership**

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

### **82. Violation of terms**

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

### **83. Privacy and Security Safeguards**

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

#### **84. Publicity**

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

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## Annexure - I:: Submission Checklist

Ref: - Tender No. CO:DIT:NEO:PUR:2023-24:399

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

Sl No	Annexure no	Name of Document	Bidder's Remark (Y/N)
1	Annexure I	Submission Checklist	
2	Annexure II	Compliance Certificate	
3	Annexure III	Bidder's Particulars	
4	Annexure IV	Tender Offer Cover Letter	
5	Annexure V	Eligibility Criteria	
6	Annexure VI	Technical Evaluation Criteria	
7	Annexure VII	Performance Bank Guarantee Format	
8	Annexure VIII	Non-Disclosure Agreement Format	
9	Annexure IX	Pre Bid Query Format	
10	Annexure X	Bid Undertaking Letter	
11	Annexure XI	Bill of Material (Total cost of Ownership – TCO)	
12	Annexure XII	Bank Guarantee in lieu of EMD	
13	Annexure XIII	Integrity Pact	
14	Annexure XIV	Experience Detail (Technical Evaluation)	
15	Annexure XV	Experience Detail (Eligibility Criteria)	
16	Annexure XVI	Proposed Team Profile	
17	Annexure XVII	Turnover, P&L and Net Worth	
18	Annexure XVIII	Undertaking for Non-Blacklisting /Non-Debarment of the bidder	

## Annexure – II ::Compliance Certificate

### Compliance Certificate

To,  
Dy. General Manager-IT  
Cent Neo, Central Bank of India,  
CBD Belapur, Navi Mumbai – 400614

Date:

Dear Sir,

Ref: - Tender No. CO:DIT:NEO:PUR:2023-24:399

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

Signed Dated

authorized

Phone No.:

Fax:

E-mail:

Place:

Date:

Seal & Signature of the  
person of the bidders

### Annexure – III: Bidder's Particulars

Particulars to be provided by the bidder in the technical proposal –  
Tender Ref. No. **CO:DIT:NEO:PUR:2023-24:399**

Sr.No	Particulars	Details to be furnished by the bidder
1	Name of the bidder	
2	Year of establishment and constitution Certified copy of "Partnership Deed" or "Certificate of Incorporation" should be submitted as the case may be.	
3	Location of Registered office /Corporate office and address	
4	Mailing address of the bidder	
5	Names and Designations of the persons authorized to make commitments to the Bank	
6	Contact detail of authorized Person Landline No : Mobile No : Email ID :	
7	Details of Document cost / Tender fee	UTR/Reference No. date & Amount
8	Details of EMD	BG/UTR/Reference No. date & Amount
9	Exemption Certificate details (if applicable). Eg: MSME/Udyog Aadhar certificate etc	Please upload copy of the same alongwith details

**Declaration:**

Place:

Date:

Seal & Signature of the authorized person of the bidders

## Annexure- IV :: Tender Offer Cover Letter

RFP : CO:DIT:NEO:PUR:2023-24:399

Dated :

To,  
Dy. General Manager-IT  
Cent Neo, Central Bank of India,  
CBD Belapur, Navi Mumbai – 400614

Having examined the RFP documents including all annexure and forms the receipt of which is hereby duly acknowledged, we, the undersigned, offer for Appointment of Consultant for Assisting Bank in Implementation of RBI's Master Directions on outsourcing of Information Technology Services and IT Governance, Risk, Controls and Assurance Practices and Digital Personal Data Protection (DPDP) Act 2023 as mentioned in RFP document in conformity with the said RFP documents in accordance with the Commercial bid and made part of this RFP.

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

If our RFP offer is accepted, we will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) for 10% of the total project cost. The guarantee should also contain a claim period of 12 months from the last date of validity starting from its date of issuance. The PBG shall be submitted within 30 days of the PO from the Bank. If the contract extended for any reasons the extension of PBG is also be carried out by vendor for extended period. PBG will be returned within 60 days to the vendor after successful completion of contract on written request by vendor.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023\_\_

Seal & Signature of the authorized  
person of the bidders

## Annexure V:: Eligibility Criteria

RFP : CO:DIT:NEO:PUR:2023-24:399

Sl. No.	Eligibility Criteria	(Proof of documents required / must be submitted)
1	The Bidder should be a reputed PSU/ PSE / partnership firm / LLP/ Private Limited/ Limited Company having its registered office in India	Valid Certification of Incorporation/ Partnership Deed as on date of bid submission.
2	Bidder should have minimum turnover of Rs. 500 Crores in each of the last three financial years in India from consulting services (2020-21, 2021-22 and 2022-23).	CA Certified documentary proof satisfying the criteria should be submitted. Summarized as <b>Annexure –XVII</b>
3	Bidder should have positive operating Profit in each of the last three financial years (2020-21, 2021-22 and 2022-23).	Copy of the audited balance sheet of the company showing the same should be submitted. Summarized as <b>Annexure - XVII</b>
4	Bidder should have consulting experience of at least two assignments during last 5 years in consulting in Scheduled Commercial Bank in India having minimum 2000 branches, with 20 lakh as minimum contract value of each assignment in any of the following two (2) areas:  1. Implementation of RBI's Master Direction on IT outsourcing. 2. formulation of IT Strategy, Policy & Planning. 3. IT Risk Assessment, Governance and control. 4. Digital Personal Data Protection.	A copy of engagement letter/work order/ letter of award for each assignment to be furnished by the bidder. And Successful completion Certificate or Relevant Credential letters from concerned client/Bank.
5	Bidder should have minimum staff strength of at least 5,000 professionals on its payroll of which 250 or more professionals must have work experience on following areas: <ul style="list-style-type: none"><li>IT Strategy</li><li>IT Outsourcing</li><li>IT Policy Planning</li></ul>	An undertaking by the bidder must be submitted along with the technical bid as proof of document.

	<ul style="list-style-type: none"> <li>IT Risk Assessment</li> <li>IT Governance, Risk and Control</li> <li>Digital Personal Data Protection</li> </ul>	
6	The companies bidding for the above RFP, should have not been black listed by any of Government Authority or Public Sector Undertaking (PSUs). 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.	Self-declaration signed by authorized signatory <b>(Annexure-XVIII)</b>
7	If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority as per Govt. of India Guidelines	Certified copy of the registration certificate
8	Bidder should not have filed for Bankruptcy in any country including India	Self-declaration signed by authorized signatory
9	Bidder should not have NPA with any Bank in India/financial institutions. Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder to service needs of the Bank	Self-declaration signed by authorized signatory

## Annexure- VI :: Technical Evaluation Criteria

RFP : CO:DIT:NEO:PUR:2023-24:399

SL NO	Technical Evaluation Criteria	Documents required from bidders
1	<p>The marks distribution on consultancy experience on specified areas will be as under :</p> <ol style="list-style-type: none"> <li>1) Implementation of RBI Master Direction on IT Outsourcing (2.5 marks for each implementation experience, maximum 4 implementations) – maximum 10 Marks</li> <li>2) formulation of IT Strategy, Policy &amp; Planning (2 marks for each implementation experience, maximum 4 implementations) – Maximum 8 Marks</li> <li>3) IT Risk Assessment, Governance and control (1.5 marks for each implementation experience, maximum 4 implementations) – Maximum 6 Marks</li> <li>4) Digital Personal Data Protection (1.5 marks for each implementation experience, maximum 4 implementations) – Maximum 6 Marks</li> </ol>	<p>A copy of engagement letter/work order/ letter of award / Completion Certificate with relevant details for each assignment to be furnished by the bidder.</p> <p>Client References on Bidders Letter head . Provide list as per <b>Annexure - XV</b></p>
2	<p>Approach and Methodology</p> <ul style="list-style-type: none"> <li>• Understanding of the Bank and Scope of the RFP</li> <li>• Quality of ideas / solutions proposed to address Bank's requirements</li> <li>• Approach for implementation, methodologies, milestones, timelines, practicality of the solutions</li> <li>• Deliverables Proposed for various Business Parameters</li> <li>• Project plan and Deliverable plan</li> <li>• Tools and techniques, standard operating procedures and best practices to be adopted.</li> <li>• Risks and mitigations envisaged</li> </ul>	<p>Bidder Presentation</p>

3	<p>Plan for transfer of capabilities and knowledge, change management and Sustenance of the impact</p> <ul style="list-style-type: none"> <li>• Plan of building capabilities to the different layers of the Bank and Knowledge transfer.</li> <li>• Approach for Sustainability plan</li> <li>• Training and hand-holding of key Resources of the Bank</li> <li>• Relevant experience of such Consultancy in other Public Sector Bank/ Private Sector Banks</li> </ul>	Bidder Presentation
4	<p>Key resources/ proposed team profile to be deployed for the Project. Experience and in-house expertise in following areas :</p> <ul style="list-style-type: none"> <li>• Relevant Experience and profile of Program Manager, Key Resources and other Team members proposed for Onsite in the Project.</li> <li>• Team deployment plan by Activity/sub-Activity</li> <li>• Capability and Specific Expertise relevant to the Project.</li> </ul>	Profile of the employees along with name, qualification, experience should be furnished on the company's letter head. <b>(Annexure -XVI)</b>

The Bidder Technical presentation should cover the Scope of Work broadly including the following aspects (wherever applicable):

- Understanding of the Scope
- Strategy Articulation and Implementation Plan
- Regulatory Compliance
- Experience in other Banks of Similar Assignment
- Change Management approach

**Bidder to submit 2 set of coloured printouts (hardcopy) of the final presentation document to the Bank on the day of presentation and submit the Soft Copy of same to the Bank.**



## **Annexure – VII :: Performance Bank Guarantee Format**

**(To be stamped in accordance with stamp act)**

### **FORMAT FOR PERFORMANCE BANK GUARANTEE**

TO,  
CENTRAL BANK OF INDIA  
Cent Neo, CBD Belapur  
Navi MUMBAI

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

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

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

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

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

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

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

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

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

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

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

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

**10-Notwithstanding anything contained herein:-**

(a)Our liability under this Bank Guarantee shall not exceed Rs. -----(Rupees-----only);

(b)This Bank Guarantee shall be valid up to -----; and

(c)We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ----- (date of expiry of Guarantee).

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

Date this ----- day of ----- 2023 at Mumbai.

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

sd/- -----

## Annexure – VIII :: Non-Disclosure Agreement Format

This Agreement made at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

### BETWEEN

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

### AND

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

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

### WHEREAS:

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

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

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

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

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

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

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

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

3. **Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.
4. **Term:** This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

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

5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information.
- The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
6. **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.
7. **Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.
8. **Entire Agreement, Amendment, Assignment:** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
9. **Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.
10. **General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.
11. **Indemnity:** The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

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

**For and on behalf of**

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

**For and on behalf of  
CENTRAL BANK OF INDIA**

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

## Annexure – IX :: Pre Bid Query Format

Ref: - Tender No. CO:DIT:NEO:PUR:2023-24:399

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

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

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



## Annexure – X ::Bid Undertaking Letter

To

Dy. General Manager-IT  
Cent Neo, Central Bank of India,  
CBD Belapur, Navi Mumbai – 400614

Dear Sir,

**REF:** Tender No. CO:DIT:NEO:PUR:2023-24:399

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

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

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

Authorized Signatory

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

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

## Annexure – XI ::Bill of Material (Total cost of Ownership – TCO)

Ref: - Tender No. CO:DIT:NEO:PUR:2023-24:399

The Bill of Material for Appointment of Consultant for Assisting Bank in Implementation of RBI's Master Directions on outsourcing of Information Technology Services, IT Governance, Risk, Controls and Assurance Practices and Digital Personal Data Protection (DPDP) 2023 is mentioned in a separate file named BILL OF MATERIAL

SL	Description	Total Cost to Ownership (TCO) in ₹ (Excluding GST)
A	Consultancy Fee for the Project (Phase-1 for given Scope of Work)	
B	Fee for 60 additional man-days (Phase-2)	
	<b>Total Cost of Ownership(A+B)</b>	

TCO in Words-\_\_\_\_\_

Note : Bank at its discretion, may avail the consultation services for another 60 man-days, on effort estimation basis, for related activities which comes in within two years of this RFP, at the same man-days rate quoted in the TCO.

### Instructions:

1. TCO must be quoted in Indian Rupees and in WORDS AND FIGURES exclusive of taxes. In case of any discrepancy, amount quoted in words will be considered.
2. Payment will be made as per the payment terms mentioned in this RFP.
3. In case of any delay attributable to Bank, the project term of 24 months shall be extended proportionately as accepted by the Bank. The TCO shall not undergo any change in such cases.
4. Prices quoted by the bidder are exclusive of all applicable Taxes i.e. GST. GST will be paid on actual on production of original invoice.
5. Bank will not pay any additional charges other than those mentioned above whatsoever the case may be.
6. Breakup of implementation cost should be provided to the Bank if required by the Bank.
7. Consultant to factor all its expenses like travelling, boarding, lodging etc. Apart from amount specified in commercial bid, no other expenses will be paid by the Bank.

Place:

Date:

Seal & Signature of the authorized  
person of the bidders

## Annexure-XII Bank Guarantee in lieu of EMD

To,  
Central Bank of India,  
Cent Neo,  
CBD Belapur,  
Navi Mumbai -400 614

Dear Sir,

In response to your invitation to respond to your RFP for Appointment of consultant for Assisting Bank in Implementation of RBI's Master Directions on outsourcing of Information Technology Services Dated 10th April 2023 and IT Governance, Risk, Controls and Assurance Practices Dated 7th November 2023 and DPDP Act 2023, M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ (hereinafter called the Bidder") wishes to respond to the said Request for Proposal (RFP) and submit the proposal Implementation of \_\_\_\_\_ as listed in the RFP document.

Whereas the „Bidder“ has submitted the proposal in response to RFP, we, the \_\_\_\_\_ Bank having our head office \_\_\_\_\_ hereby irrevocably guarantee an amount of ₹3,00,000/- (Rupees Three Lakh only) as bid security as required to be submitted by the, Bidder“ as a condition for participation in the said process of RFP.

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

1. If the Bidder withdraws his proposal during the period of the proposal validity; or
  2. If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently.
- We undertake to pay immediately on demand to Central Bank of India the said amount of Rupees Five Lacs without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by Central Bank of India which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed ₹ 3, 00,000/- (Rupees Three Lakh only)
2. This Bank guarantee will be valid upto \_\_\_\_\_; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before \_\_\_\_\_.

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

Yours faithfully,

For and on behalf of \_\_\_\_\_  
Bank Authorised Official

## Annexure – XIII :: Integrity Pact

Between

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

And

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

### Preamble

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

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

### Section 1 – Commitments of the Principal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and

recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. Parties to this agreement agree that they shall not approach the courts while representing the matter to IEM and will await IEM's decision in the matter.

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

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

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

### **Section 9 – Pact Duration**

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

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

### **Section 10 – Other provisions**

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

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

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

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

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

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

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

**(Office Seal)**

**(Office Seal)**

Place\_\_\_\_\_

Place\_\_\_\_\_

Date\_\_\_\_\_

Date\_\_\_\_\_

Witness1:

Witness1:

Name & Address

Name & Address

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

Witness 2:

Witness 2:

Name & Address

Name & Address

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## Annexure -XIV:: Experience Detail (Technical Evaluation)

Ref: - Tender No. CO:DIT:NEO:PUR:2023-24:399

**(Submit photocopies of POs as support document for each item as per Eligibility and Technical evaluation Criteria)**

S.No.	Name of Banks for whom services rendered	Type of Bank (PSU / PVT/ NBFC)	Value of Project (In Rs.)	Nature of Work with Assignment details	Team size	Contact Details of the : Name, Number and email id	Project Duration Details		
							No. of Months	Start Date	Date of Completion/ expected

**\*Submit scanned signed copy and excel sheet during online bid submission.**

Yours faithfully,

Authorized Signatory  
Designation  
Bidder's Corporate Name

Stamp:

## Annexure - XV:: Experience Detail (Eligibility Criteria)

Ref: - Tender No. CO:DIT:NEO:PUR:2023-24:399

**(Submit photocopies of POs as support document for each item as per Eligibility and Technical evaluation Criteria)**

S.No.	Name of Banks for whom services rendered	Type of organization (Scheduled Commercial Banks / NBFC / PSU / PSE / BFSI / in India or global)	Business Mix of the Served organization (In Rs.)	Nature of Work with Assignment details	Project Duration Details		
					No. of Months	Start Date	Date of Completion/ expected

**\*Submit scanned signed copy and excel sheet during online bid submission.**

Yours faithfully,

Authorized Signatory  
Designation  
Bidder's Corporate Name

Stamp:

## Annexure –XVI :: Proposed Team Profile

The team assigned to the project should contain Experts from the following areas, the list is of indicative nature and can include other Experts as well which the Consultant feel are required to execute such Consultancy projects

Role	No. of resource proposed for Role	Name of the Re-source	Educational Qualification	Experience in Details (No. of Years and Field)
Project Manager				
Onsite Consultant				
Any Other Resources required for the Project				

Yours faithfully,

Authorized Signatory  
Designation  
Bidder's Corporate Name

Stamp:

### Annexure –XVII :: Turnover, P & L and Net Worth

Ref: - Tender No. CO:DIT:NEO:PUR:2023-24:399

*(Bidders have to submit photocopies of Audited Balance Sheet / P&L)*

<b>F Y</b>	<b>Turnover</b>	<b>Net Profit and Loss</b>	<b>Net worth</b>
2020-21			
2021-22			
2022-23			

Yours faithfully,

Authorized Signatory

Designation

Bidder's Corporate Name

Stamp:

## Annexure –XVIII :: Undertaking for Non-Blacklisting / Non-Debarment of the bidder

To,  
Dy. General Manager-IT  
Cent Neo, Central Bank of India,  
CBD Belapur, Navi Mumbai – 400614

Date:

**Subject:** Request for Proposal for Appointment of Consultant for **Assisting Bank in Implementation of** RBI's Master Directions on outsourcing of Information Technology Services and IT Governance, Risk, Controls and Assurance Practices and DPDP Act 2023 (Tender No. CO:DIT:NEO:PUR:2023-24:399)

Dear Sir(s),

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

- a) We further confirm that all the information as per requirement of the Bank have been included in our bid.
- b) Further, we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- c) We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/Regulatory Body/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
- d) We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.
- e) We also confirm that we are not a NPA holder in any Bank/Financial Institution in India

Thanks & Regards,

Place:

Date:

Seal & Signature of the authorized  
person of the bidders